



United States Department of the Interior

BUREAU OF OCEAN ENERGY MANAGEMENT
WASHINGTON, DC 20240-0001

Mr. Claus Bøjle Møller
North East Offshore, LLC
c/o Sunrise Wind LLC
One International Place
100 Oliver Street, Suite 2610
Boston, Massachusetts 02110

Dear Mr. Møller:

The Bureau of Ocean Energy Management (BOEM) acknowledges receipt of your September 25, 2020, request that Sunrise Wind LLC's (the Lessee) commercial leases OCS-A 0487 and OCS-A 0530 be merged into one lease. BOEM's decision is to grant this request. Upon mutual execution of the enclosed amendment to lease OCS-A 0487, the two leases will be merged into a single lease, which will retain the lease number OCS-A 0487 and lease OCS-A 0530 will be deemed automatically terminated. The effective date of lease OCS-A 0487 will remain October 1, 2013. It is in an extended site assessment term that is due to expire on January 1, 2023.

The enclosed "Amendment of Renewable Energy Lease OCS-A 0487" serves to amend the lease to describe the merged leased area, adjusted acreage, and adjusted rental fee. Additionally, the amendment may include BOEM's proposed changes to reflect technical corrections and changes agreed upon by the Lessor and Lessee to bring the terms and conditions of the two merged leases into alignment.

As provided in Section 18 of lease OCS-A 0487, the lease may be modified or amended only by mutual agreement of the Lessor and the Lessee, and no such modification or amendment will be binding unless it is in writing and signed by duly authorized signatories of both the Lessor and the Lessee. To confirm your decision to amend lease OCS-A 0487 as proposed in the enclosure, please sign, date, and return three copies of the enclosed "Amendment of Renewable Energy Lease OCS-A 0487" to the Office of Renewable Energy Programs. BOEM will execute the Amendment on behalf of the United States and send you one fully executed copy to be attached and made a part of the lease. Lease OCS-A 0530 will automatically terminate upon BOEM's execution of the Amendment.

Please send all hardcopy materials to Ms. Gina Best, Leasing Specialist, Office of Renewable Energy Programs, 45600 Woodland Road, Mail Stop VAM-OREP, Sterling, Virginia 20166.

If you have any questions, Ms. Best may be reached at (703) 787-1341 or at gina.best@boem.gov.

Sincerely,

**JAMES
BENNETT**

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James F. Bennett
Program Manager
Office of Renewable Energy Programs

Enclosure

cc: Sunrise Wind LLC
c/o Orsted North America Inc.
437 Madison Avenue, Suite 1903
New York, NY 10022



United States Department of the Interior

BUREAU OF OCEAN ENERGY MANAGEMENT
WASHINGTON, DC 20240-0001

Mr. Peter W. Allen
Sunrise Wind LLC
c/o Orsted North America Inc.
437 Madison Avenue, Suite 1903
New York, New York 10022

Dear Mr. Allen:

This letter is to confirm that on February 5, 2021, the Bureau of Ocean Energy Management (BOEM) received three copies of an Amendment of Renewable Energy Lease OCS-A 0487 executed on behalf of Sunrise Wind LLC.

Please find enclosed one copy of the fully executed lease amendment to be attached and made a part of the lease. BOEM has executed the amendment on behalf of the United States and the amendment is now in effect.

If you have any questions, you may contact Ms. Gina Best at (703) 787-1341 or at Gina.Best@boem.gov.

Sincerely,

**JAMES
BENNETT**

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James F. Bennett
Program Manager
Office of Renewable Energy Programs

Enclosure

FEB 5 2021

Office of Renewable
Energy Programs

Amendment of Renewable Energy Lease OCS-A 0487

Lease OCS-A 0487 is amended as described herein.

The lease is amended to add Sections 19 and 20 which read:

Section 19: Equal Opportunity Clause.

During the performance of this lease, the Lessee must fully comply with paragraphs (1) through (7) of section 202 of Executive Order 11246, as amended (reprinted in 41 CFR 60-1.4(a)), and the implementing regulations, which are for the purpose of preventing employment discrimination against persons on the basis of race, color, religion, sex, or national origin. Paragraphs (1) through (7) of section 202 of Executive Order 11246, as amended, are incorporated in this lease by reference.

Section 20: Certification of Nonsegregated Facilities.

By entering into this lease, the Lessee certifies, as specified in 41 CFR 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "facilities" means, but is not limited to, any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees. Segregated facilities include those that are segregated by explicit directive or those that are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise; provided, that separate or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy as appropriate. The Lessee further agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to awarding contracts or subcontracts unless they are exempt under 41CFR 60-1.5.

Lease Addendum "A", Section II, is amended to read:

II. Description of Leased Area

The total acreage of the lease area is approximately 109,952 acres.

This area is subject to later adjustment, in accordance with applicable regulations (e.g. contraction, relinquishment, etc.).

Lease OCS-A 0487

The following Blocks or portions of Blocks lying within Official Protraction Diagram Providence NK19-07 and Block Island Shelf NK19-10, are depicted on the map below and comprise 109,952 acres, more or less.

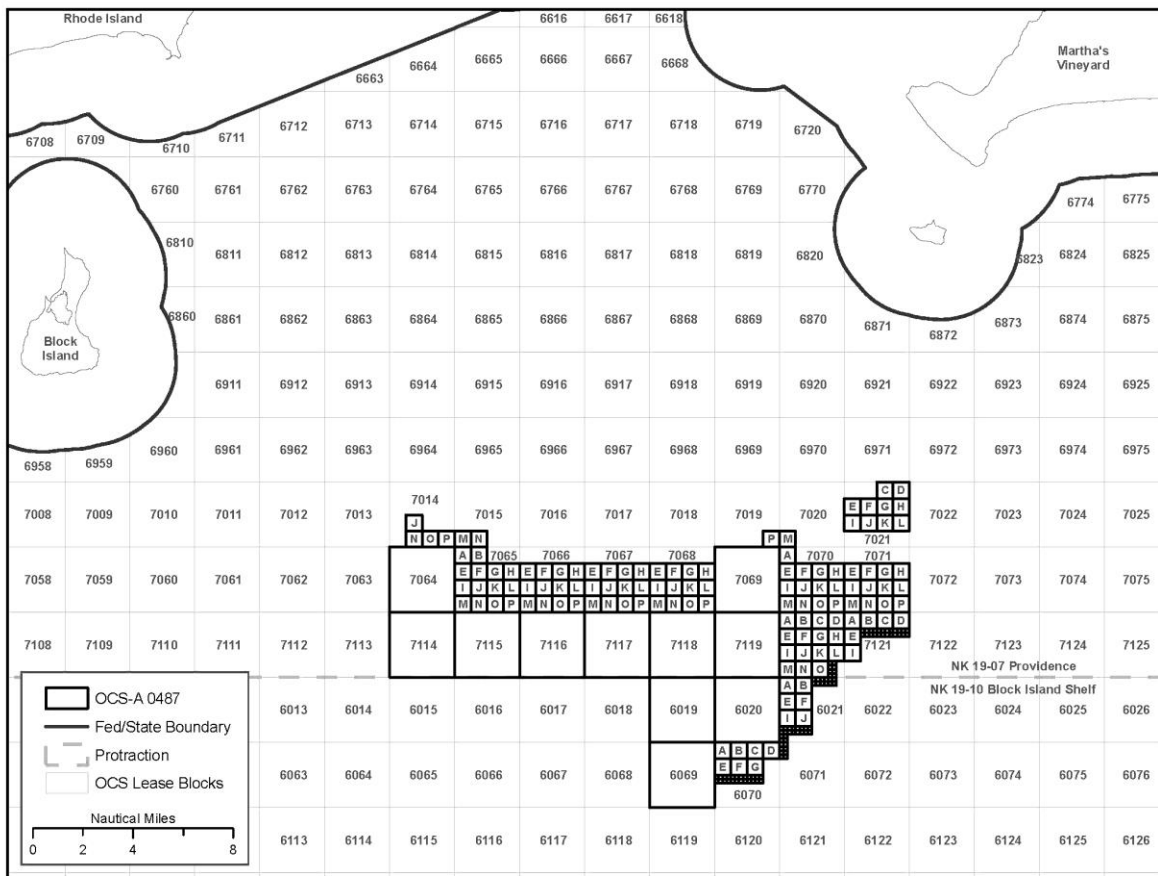
Official Protraction Diagram Providence NK19-07, containing 86,823.00 acres

- 1) Block 7014, E1/2 of SW1/4, S1/2 of SE1/4*
- 2) Block 7015, S1/2 of SW1/4*
- 3) Block 7019, SE1/4 of SE1/4*
- 4) Block 7020, SW1/4 of SW1/4*
- 5) Block 7021, NE1/4, S1/2 of NW1/4, N1/2 of S1/2*
- 6) Block 7064, All of Block*
- 7) Block 7065, S1/2 of NE1/4, NW1/4, S1/2*
- 8) Block 7066, S1/2 of N1/2, S1/2*
- 9) Block 7067, S1/2 of N1/2, S1/2*
- 10) Block 7068, S1/2 of N1/2, S1/2*
- 11) Block 7069, All of Block*
- 12) Block 7070, NW1/4 of NW1/4, S1/2 of N1/2, S1/2*
- 13) Block 7071, S1/2 of N1/2, S1/2*
- 14) Block 7114, All of Block*
- 15) Block 7115, All of Block*
- 16) Block 7116, All of Block*
- 17) Block 7117, All of Block*
- 18) Block 7118, All of Block*
- 19) Block 7119, All of Block*
- 20) Block 7120, N1/2, SW1/4, N1/2 of SE1/4, SW1/4 of SE1/4, W1/2 of SE1/4 of SE1/4*
- 21) Block 7121, N1/2 of N1/2, SW1/4 of NW1/4, NW1/4 of SW1/4, N1/2 of S1/2 of NE1/4, N1/2 of SE1/4 of NW1/4*

Official Protraction Diagram Block Island Shelf NK19-10, containing 23,129 acres

- 1) Block 6019, All of Block*
- 2) Block 6020, All of Block*
- 3) Block 6021, NW1/4, N1/2 of SW1/4, N1/2 of S1/2 of SW1/4, SW1/4 of SW1/4 of SW1/4, N1/2 of NW1/4 of NE1/4, NW1/4 of NE1/4 of NE1/4*
- 4) Block 6069, All of Block*
- 5) Block 6070, NW1/4, W1/2 of NE1/4, NE1/4 of NE1/4, N1/2 of N1/2 of SW1/4, N1/2 of NW1/4 of SE1/4*
- 6) Block 6071, W1/2 of NW1/4 of NW1/4*

For the purposes of these calculations, a full Block is 2,304 hectares. The acreage of a hectare is 2.471043930.



Lease Addendum "B", Section III (a) is amended to read:

III. Payments

Lease OCS-A 0487

- *Acres in Project Area: 109,952*
- *Annual Rental Rate: \$3.00 per acre or fraction thereof*
- *Rental Fee for Entire Project Area: \$3.00 x 109,952 = \$329,856*

Lease Addendum "C" is amended to read:

*U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT*

ADDENDUM "C"

LEASE-SPECIFIC TERMS, CONDITIONS, AND STIPULATIONS

Lease Number OCS-A 0487

The Lessee's rights to conduct activities on the leased area are subject to the following terms, conditions, and stipulations. The Lessor reserves the right to impose additional terms and conditions incident to the future approval or approval with modifications of plans, such as a Site Assessment Plan (SAP) or Construction and Operations Plan (COP).

1 DEFINITIONS

2 SCHEDULE

2.1 Site Characterization

2.2 Progress Reporting

3 NATIONAL SECURITY AND MILITARY OPERATIONS

3.1 Hold and Save Harmless

3.2 Evacuation or Suspension of Activities

3.3 Electromagnetic Emissions

4 STANDARD OPERATING CONDITIONS

4.1 General

4.2 Archaeological Survey Requirements

4.3 Geological and Geophysical (G&G) Survey Requirements

4.4 Reporting Requirements

1 DEFINITIONS

- 1.1 *Definition of “Archaeological Resource”:* The term “archaeological resource” has the same meaning as “archaeological resource” in BOEM regulations provided in 30 CFR 585.112.
- 1.2 *Definition of “Dynamic Management Area (DMA)”:* The term “DMA” refers to a temporary area designated by the National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS) and consisting of a circle around a confirmed North Atlantic right whale sighting. The radius of this circle expands incrementally with the number of whales sighted, and a buffer is included beyond the core area to allow for whale movement. Mandatory or voluntary speed restrictions may be applied by NOAA NMFS within DMAs. Information regarding the location and status of applicable DMAs is available from the NMFS Office of Protected Resources.
- 1.3 *Definition of “Effective Date”:* The term “Effective Date” has the same meaning as “effective date” in BOEM regulations provided in 30 CFR 585.237.
- 1.4 *Definition of “Geological and Geophysical Survey (G&G Survey)”:* The term “G&G Survey” serves as a collective term for surveys that collect data on the geology of the seafloor and landforms below the seafloor. High resolution geophysical surveys and geotechnical (sub-bottom) exploration are components of G&G surveys.
- 1.5 *Definition of “Geotechnical Exploration”:* The term “Geotechnical Exploration” is used to refer to site-specific sediment and underlying geologic data acquired from the seafloor and the sub-bottom and includes geotechnical surveys utilizing borings, vibracores, and cone penetration tests.
- 1.6 *Definition of “High Resolution Geophysical Survey (HRG Survey)”:* The term “HRG Survey” means a marine remote-sensing survey using, but not limited to, such equipment as side-scan sonar, magnetometer, shallow and medium (Seismic) penetration sub-bottom profiler systems, narrow beam or multibeam echo sounder, or other such equipment employed for the purposes of providing data on geological conditions, identifying shallow hazards, identifying archaeological resources, charting bathymetry, and gathering other site characterization information.
- 1.7 *Definition of “Listed Species”:* The term “listed species,” also referred to in adjective form as “listed,” means any species of fish, wildlife, or plant that has been determined to be endangered or threatened under Section 4 of the Endangered Species Act. Listed species are provided in 50 CFR 17.11-12.

- 1.8 *Definition of "Protected-Species Observer": The term "protected-species observer," or "observer," means an individual who is trained in the shipboard identification and behavior of protected species. Protected species include marine mammals (those protected under the Endangered Species Act and those protected under the Marine Mammal Protection Act) and sea turtles.*
- 1.9 *Definition of "Ramp-up": The term "ramp-up" means the process of incrementally increasing the acoustic source level of the survey equipment when conducting HRG surveys until it reaches the operational setting.*
- 1.10 *Definition of "Site Assessment Activities": The term "site assessment activities" or "site assessment," has the same meaning as "site assessment activities" in 30 CFR 585.112.*
- 1.11 *Definition of "Qualified Marine Archaeologist": The term "qualified marine archaeologist" means a person retained by the Lessee who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology (48 FR 44738- 44739), and has experience analyzing marine geophysical data.*
- 1.12 *Definition of "Take": The terms "Takes," "Taken," and "Taking" have the same meaning as the term "take" as defined in 16 U.S.C. § 1532(19).*

2 SCHEDULE

2.1 Site Characterization

2.1.1 Survey Plan(s).

- 2.1.1.1 **SAP Survey Plan.** *If the Lessee proposes to conduct site assessment activities during the site assessment term, then the Lessee must submit to the Lessor a complete SAP survey plan. This SAP survey plan must include details and timelines of the surveys to be conducted on this lease necessary to support the submission of a SAP (i.e., necessary to satisfy the information requirements in the applicable regulations, including, but not limited to 30 CFR 585.606, 610, 611).*

The Lessee must submit the SAP survey plan to the Lessor at least 30 calendar days prior to the date of the required pre-survey meeting with the Lessor (See 2.1.2). The Lessor may require that the Lessee modify the SAP survey plan to address any comments the Lessor submits to the Lessee on the contents of the SAP survey plan in a manner deemed satisfactory to the Lessor prior to the commencement of the survey activities described in the SAP survey plan.

2.1.1.2 COP Survey Plan. *The Lessee must submit to the Lessor a complete COP survey plan providing details and timelines of the surveys to be conducted on this lease that are necessary to support the submission of a COP (i.e., necessary to satisfy the information requirements in the applicable regulations, including, but not limited to 30 CFR 585.621, 626, 627). The COP survey plan must be submitted to the Lessor at least 30 calendar days prior to the date of the required pre-survey meeting with the Lessor (See 2.1.2). The Lessee must modify the COP survey plan to address any comments the Lessor submits to the Lessee on the contents of the COP survey plan in a manner deemed satisfactory to the Lessor prior to the commencement of these survey activities.*

2.1.2 Pre-Survey Meeting(s) with the Lessor. *At least 60 days prior to the initiation of survey activities in support of the submission of a plan (i.e., SAP and/or COP), the Lessee must hold a pre-survey meeting with the Lessor to discuss the applicable proposed survey plan and timelines. The Lessee must ensure the presence of a Qualified Marine Archaeologist at this meeting (See 4.2.2).*

2.2 Progress Reporting

2.2.1 Semi-Annual Progress Report. *The Lessee must submit to the Lessor a semi-annual (i.e., every six months) progress report through the duration of the site assessment term that includes a brief narrative of the overall progress since the last progress report, or – in the case of the first report – since the Effective Date. The progress report must include an update regarding progress in executing the activities included in the survey plan(s), and include as an enclosure an updated survey plan(s) accounting for any modifications in schedule.*

3 NATIONAL SECURITY AND MILITARY OPERATIONS

The Lessee must comply with the requirements specified in stipulations 3.1, 3.2 and 3.3 when conducting site characterization activities in support of plan (i.e., SAP and/or COP) submittal.

3.1 Hold and Save Harmless

Whether compensation for such damage or injury might be due under a theory of strict or absolute liability or otherwise, the Lessee assumes all risks of damage or injury to persons or property, which occur in, on, or above the OCS, to any persons or to any property of any person or persons in connection with any activities being performed by the Lessee in, on, or above the OCS, if such injury or damage to such person or property occurs by reason of the activities of any agency of the United States Government, its contractors, or subcontractors, or any of its officers, agents or employees, being conducted as a part of, or in connection with, the programs or activities of the individual military command headquarters (hereinafter "the appropriate command headquarters") listed in the contact information provided as an enclosure to this lease.

Notwithstanding any limitation of the Lessee's liability in Section 9 of the lease, the Lessee assumes this risk whether such injury or damage is caused in whole or in part by any act or omission, regardless of negligence or fault, of the United States, its contractors or subcontractors, or any of its officers, agents, or employees. The Lessee further agrees to indemnify and save harmless the United States against all claims for loss, damage, or injury in connection with the programs or activities of the command headquarters, whether the same be caused in whole or in part by the negligence or fault of the United States, its contractors, or subcontractors, or any of its officers, agents, or employees and whether such claims might be sustained under a theory of strict or absolute liability or otherwise.

3.2 Evacuation or Suspension of Activities

3.2.1 *General. The Lessee hereby recognizes and agrees that the United States reserves and has the right to temporarily suspend operations and/or require evacuation on this lease in the interest of national security pursuant to Section 3(c) of this lease.*

3.2.2 *Notification. Every effort will be made by the appropriate military agency to provide as much advance notice as possible of the need to suspend operations and/or evacuate. Advance notice will normally be given before requiring a suspension or evacuation. Temporary suspension of operations may include, but is not limited to the evacuation of personnel and appropriate sheltering of personnel not evacuated. "Appropriate sheltering" means the protection of all Lessee personnel for the entire duration of any Department of Defense activity from flying or falling objects or substances and will be implemented by an order (oral and/or written) from the BOEM Office of Renewable Energy Programs (OREP) Program Manager, after consultation with the appropriate command headquarters or other appropriate military agency, or higher Federal authority. The appropriate command headquarters, military agency, or higher authority will provide information to allow the Lessee to assess the degree of risk to, and provide sufficient protection for, the Lessee's personnel and property.*

- 3.2.3 Duration. Suspensions or evacuations for national security reasons will not generally exceed seventy-two (72) hours; however, any such suspension may be extended by order of the OREP Program Manager. During such periods, equipment may remain in place, but all operations, if any, must cease for the duration of the temporary suspension if so directed by the OREP Program Manager. Upon cessation of any temporary suspension, the OREP Program Manager will immediately notify the Lessee that such suspension has terminated and operations on the leased area can resume.
- 3.2.4 Lessee Point-of-Contact for Evacuation/Suspension Notifications. The Lessee must inform the Lessor of the persons/offices to be notified to implement the terms of 3.2.2 and 3.2.3.
- 3.2.5 Coordination with Command Headquarters. The Lessee must establish and maintain early contact and coordination with the appropriate command headquarters, in order to avoid or minimize the potential to conflict with and minimize the potential effects of conflicts with military operations.
- 3.2.6 Reimbursement. The Lessee is not entitled to reimbursement for any costs or expenses associated with the suspension of operations or activities or the evacuation of property or personnel in fulfillment of the military mission in accordance with 3.2.1 through 3.2.5 above.

3.3 Electromagnetic Emissions

The Lessee, prior to entry into any designated defense operating area, warning area, or water test area, for the purpose of commencing survey activities undertaken to support SAP or COP submittal must enter into an agreement with the commander of the appropriate command headquarters to coordinate the electromagnetic emissions associated with such survey activities. The Lessee must ensure that all electromagnetic emissions associated with such survey activities are controlled as directed by the commander of the appropriate command headquarters.

4 STANDARD OPERATING CONDITIONS

4.1 General

- 4.1.1 Vessel Strike Avoidance Measures. The Lessee must ensure that all vessels conducting activities in support of plan (i.e., SAP and/or COP) submittal comply with the vessel-strike avoidance measures specified in stipulations 4.1.1.1 through 4.1.1.7, except under extraordinary circumstances when complying with these requirements would put the safety of the vessel or crew at risk.

- 4.1.1.1 *The Lessee must ensure that vessel operators and crews maintain a vigilant watch for cetaceans, pinnipeds, and sea turtles and slow down or stop their vessel to avoid striking these protected species.*
- 4.1.1.2 *The Lessee must ensure that all vessel operators comply with 10 knot (<18.5 km/hr) speed restrictions in any Dynamic Management Area (DMA). In addition, the Lessee must ensure that all vessels operating from November 1 through July 31 operate at speeds of 10 knots (<18.5 km/hr) or less.*
- 4.1.1.3 *North Atlantic right whales.*
- 4.1.1.3.1 *The Lessee must ensure all vessels maintain a separation distance of 500 m (1,640 ft) or greater from any sighted North Atlantic right whale.*
- 4.1.1.3.2 *The Lessee must ensure that the following avoidance measures are taken if a vessel comes within 500 m (1,640 ft) of any North Atlantic right whale:*
- 4.1.1.3.2.1 *If underway, vessels must steer a course away from any sighted North Atlantic right whale at 10 knots (<18.5 km/h) or less until the 500 m (1,640 ft) minimum separation distance has been established (except as provided in 4.1.1.3.2.2).*
- 4.1.1.3.2.2 *If a North Atlantic right whale is sighted in a vessel's path, or within 100 m (328 ft) to an underway vessel, the underway vessel must reduce speed and shift the engine to neutral. The Lessee must not engage the engines until the North Atlantic right whale has moved outside the vessel's path and beyond 100 m (328 ft).*
- 4.1.1.3.2.3 *If a vessel is stationary, the vessel must not engage engines until the North Atlantic right whale has moved beyond 100 m (328 ft), at which point the Lessee must comply with 4.1.1.3.2.1.*
- 4.1.1.4 *Non-delphinoid cetaceans other than the North Atlantic right whale.*
- 4.1.1.4.1 *The Lessee must ensure all vessels maintain a separation distance of 100 m (328 ft) or greater from any sighted non-delphinoid cetacean.*
- 4.1.1.4.2 *The Lessee must ensure that the following avoidance measures are taken if a vessel comes within 100 m (328 ft) of any non-delphinoid cetacean:*
- 4.1.1.4.2.1 *If any non-delphinoid cetacean is sighted, the vessel underway must reduce speed and shift the engine to neutral, and must not engage the engines until the non-delphinoid cetacean has moved outside of the vessel's path and beyond 100 m (328 ft).*
- 4.1.1.4.2.2 *If a vessel is stationary, the vessel must not engage engines until the non-delphinoid cetacean has moved out of the vessel's path and beyond 100 m (328 ft).*

4.1.1.5 Delphinoid cetaceans.

4.1.1.5.1 *The Lessee must ensure that all vessels maintain a separation distance of 50 m (164 ft) or greater from any sighted delphinoid cetacean.*

4.1.1.5.2 *The Lessee must ensure the following avoidance measures are taken if the vessel comes within 50 m (164 ft) of a sighted delphinoid cetacean:*

4.1.1.5.2.1 *The Lessee must ensure that any vessel underway remain parallel to a sighted delphinoid cetacean's course whenever possible, and avoid excessive speed or abrupt changes in direction. The Lessee may not adjust course and speed until the delphinoid cetacean has moved beyond 50 m (164 ft) and/or the delphinoid cetacean has moved abeam of the underway vessel.*

4.1.1.5.2.2 *The Lessee must ensure that any vessel underway reduces vessel speed to 10 knots (18.5 km/h) or less when pods (including mother/calf pairs) or large assemblages of delphinoid cetaceans are observed. The Lessee may not adjust course and speed until the delphinoid cetaceans have moved beyond 50 m (164 ft) and/or abeam of the underway vessel.*

4.1.1.6 Sea Turtles and Pinnipeds.

4.1.1.6.1 *The Lessee must ensure all vessels maintain a separation distance of 50 m (164 ft) or greater from any sighted sea turtle or pinniped.*

4.1.1.7 Vessel Operator Briefing. *The Lessee must ensure that all vessel operators are briefed to ensure they are familiar with the requirements specified in 4.1.1.*

4.1.2 Marine Trash and Debris Prevention. *The Lessee must ensure that vessel operators, employees, and contractors engaged in activity in support of plan (i.e., SAP and/or COP) submittal are briefed on marine trash and debris awareness and elimination, as described in the BSEE NTL No. 2012-G01 ("Marine Trash and Debris Awareness and Elimination") or any NTL that supersedes this NTL, except that the Lessor will not require the Lessee, vessel operators, employees, and contractors to undergo formal training or post placards. The Lessee must ensure that these vessel operator employees and contractors are made aware of the environmental and socioeconomic impacts associated with marine trash and debris and their responsibilities for ensuring that trash and debris are not intentionally or accidentally discharged into the marine environment. The above-referenced NTL provides information the Lessee may use for this awareness training.*

4.2 Archaeological Survey Requirements

4.2.1 Archaeological Survey Required. *The Lessee must provide the results of an archaeological survey with its SAP and COP.*

- 4.2.2 Qualified Marine Archaeologist. *The Lessee must ensure that the analysis of archaeological survey data collected in support of plan (e.g., SAP and/or COP) submittal and the preparation of archaeological reports created in support of plan submittal are conducted by a Qualified Marine Archaeologist.*
- 4.2.3 Tribal Pre-Survey Meeting. *Subsequent to any pre-survey meeting with the Lessor (see 2.1.2) and at least 45 calendar days prior to commencing survey activities performed in support of plan (i.e., SAP and/or COP) submittal, the Lessee must invite by certified mail the Narragansett Indian Tribe, the Mashpee Wampanoag Tribe, and the Wampanoag Tribe of Gay Head (Aquinnah) to a tribal pre-survey meeting. The purpose of this meeting will be for the Lessee and the Qualified Marine Archaeologist to discuss the Lessee's Survey Plan and consider requests to monitor portions of the archaeological survey and the geotechnical exploration activities, including the visual logging and analysis of geotechnical samples (e.g., cores, etc.). The meeting must be scheduled for a date at least 30 calendar days prior to commencing survey and at a location and time that affords the participants a reasonable opportunity to participate. The anticipated date for the meeting must be identified in the timeline of activities described in the applicable survey plan (see 2.1.1).*
- 4.2.4 Geotechnical Exploration. *The Lessee may only conduct geotechnical exploration activities performed in support of plan (i.e., SAP and/or COP) submittal in locations where an analysis of the results of geophysical surveys has been completed. This analysis must include a determination by a Qualified Marine Archaeologist as to whether any potential archaeological resources are present in the area. Except as allowed by the Lessor under 4.2.6, the geotechnical exploration activities must avoid potential archaeological resources by a minimum of 50 m (164 ft), and the avoidance distance must be calculated from the maximum discernible extent of the archaeological resource. A Qualified Marine Archaeologist must certify, in the Lessee's archaeological reports, that geotechnical exploration activities did not impact potential historic properties identified as a result of the HRG surveys performed in support of plan submittal, except as follows: in the event that the geotechnical exploration activities did impact potential historic properties identified in the archaeological surveys without the Lessor's prior approval, the Lessee and the Qualified Marine Archaeologist who prepared the report must instead provide a statement documenting the extent of these impacts.*

- 4.2.5 *Monitoring and Avoidance. The Lessee must inform the Qualified Marine Archaeologist that he or she may be present during HRG surveys and bottom-disturbing activities performed in support of plan (i.e., SAP and/or COP) submittal to ensure avoidance of potential archaeological resources, as determined by the Qualified Marine Archaeologist (including bathymetric, seismic, and magnetic anomalies; side scan sonar contacts; and other seafloor or sub-surface features that exhibit potential to represent or contain potential archaeological sites or other historic properties). In the event that this Qualified Marine Archaeologist indicates that he or she wishes to be present, the Lessee must facilitate the Qualified Marine Archaeologist's presence, as requested by the Qualified Marine Archaeologist, and provide the Qualified Marine Archaeologist the opportunity to inspect data quality.*
- 4.2.6 *No Impact without Approval. In no case may the Lessee knowingly impact a potential archaeological resource without the Lessor's prior approval.*
- 4.2.7 *Post-Review Discovery Clauses. If the Lessee, while conducting site characterization activities in support of plan (i.e., SAP and/or COP) submittal, discovers a potential archaeological resource such as the presence of a shipwreck (e.g., a sonar image or visual confirmation of an iron, steel, or wooden hull, wooden timbers, anchors, concentrations of historic objects, piles of ballast rock), prehistoric artifacts, and/or relict landforms, etc. within the project area, the Lessee must:*
- 4.2.7.1 *Immediately halt seafloor/bottom-disturbing activities within the area of discovery;*
- 4.2.7.2 *Notify the Lessor within 24 hours of discovery;*
- 4.2.7.3 *Notify the Lessor in writing via report to the Lessor within 72 hours of its discovery;*
- 4.2.7.4 *Keep the location of the discovery confidential and take no action that may adversely affect the archaeological resource until the Lessor has made an evaluation and instructs the applicant on how to proceed; and*
- 4.2.7.5 *Conduct any additional investigations as directed by the Lessor to determine if the resource is eligible for listing in the National Register of Historic Places (30 CFR 585.802(b)). The Lessor will do this if: (1) the site has been impacted by the Lessee's project activities; or (2) impacts to the site or to the area of potential effect cannot be avoided. If investigations indicate that the resource is potentially eligible for listing in the National Register of Historic Places, the Lessor will tell the Lessee how to protect the resource or how to mitigate adverse effects to the site. If the Lessor incurs costs in protecting the resource, under Section 110(g) of the National Historic Preservation Act, the Lessor may charge the Lessee reasonable costs for carrying out preservation responsibilities under the OCS Lands Act (30 CFR 585.802(c-d)).*

4.3 Geological and Geophysical (G&G) Survey Requirements

- 4.3.1 *The Lessee must ensure that all vessels conducting activity in support of a plan (i.e., SAP and/or COP) submittal comply with the geological and geophysical survey requirements specified in 4.3 except under extraordinary circumstances when complying with these requirements would put the safety of the vessel or crew at risk.*
- 4.3.2 *Visibility. The Lessee must not conduct G&G surveys in support of plan (i.e., SAP and/or COP) submittal at any time when lighting or weather conditions (e.g., darkness, rain, fog, sea state) prevents visual monitoring of the HRG survey exclusion zone (see 4.3.6) or the geotechnical exploration exclusion zone (see 4.3.7), except as allowed under 4.3.3.*
- 4.3.3 *Modification of Visibility Requirement. If the Lessee intends to conduct G&G survey operations in support of plan submittal at night or when visual observation is otherwise impaired, it must submit to the Lessor an alternative monitoring plan detailing the alternative monitoring methodology (e.g. active or passive acoustic monitoring technologies). The Lessor may, after consultation with NMFS, decide to allow the Lessee to conduct G&G surveys in support of plan submittal at night or when visual observation is otherwise impaired using the proposed alternative monitoring methodology.*
- 4.3.4 *Protected-Species Observer. The Lessee must ensure that the exclusion zone for all G&G surveys performed in support of plan (i.e., SAP and/or COP) submittal is monitored by one or more NMFS-approved protected-species observers. The Lessee must provide to the Lessor a list of observers and their résumés no later than 45 calendar days prior to the scheduled start of surveys performed in support of plan submittal. The résumés of any additional observers must be provided 15 calendar days prior to each observer's start date. The Lessor will send the observer's information to NMFS for approval.*
- 4.3.5 *Optical Device Availability. The Lessee must ensure that reticuled binoculars and other suitable equipment are available to each observer to adequately perceive and monitor protected marine species within the exclusion zone during surveys conducted in support of plan (i.e., SAP and/or COP) submittal.*
- 4.3.6 *High-Resolution Geophysical (HRG) Surveys. Stipulations specific to HRG surveys conducted in support of plan (i.e., SAP and/or COP) submittal where one or more acoustic sound sources is operating at frequencies below 200 kHz are provided in 4.3.6.1 through 4.3.6.10:*
- 4.3.6.1 *Establishment of Default Exclusion Zone. The Lessee must ensure that a 200-meter default exclusion zone for cetaceans, pinnipeds, and sea turtles will be monitored by a protected species observer. In the case of the North Atlantic right whale, the minimum separation distance of 500 m (1,640 ft), as required under 4.1.1.3 must be observed.*

- 4.3.6.1.1 *If the Lessor determines that the exclusion zone does not encompass the 180 dB Level A harassment radius calculated for the acoustic source having the highest source level, the Lessor will consult with NMFS and may impose additional, relevant requirements on the Lessee, including but not limited to, required expansion of this exclusion zone.*
- 4.3.6.2 *Field Verification of Exclusion Zone. The Lessee must conduct field verification of the exclusion zone for HRG survey equipment operating below 200 kHz. The Lessee must take acoustic measurements at a minimum of two reference locations and in a manner that is sufficient to establish the following: source level (peak at 1 meter) and distance to the 180, 160, and 150 dB_{rms} re 1μPa sound pressure level (SPL) isopleths as well as the 187 dB re 1μPa cumulative sound exposure level (cSEL). Sound measurements must be taken at the reference locations at two depths (i.e., a depth at mid-water and a depth at approximately 1 meter (3.28 ft) above the seafloor). The Lessee must report the field verification results to the Lessor in the SAP and COP Survey Plans, unless otherwise authorized by the Lessor.*
- 4.3.6.3 *Field Verification Plan for HRG Survey Exclusion Zone. The Lessee must submit a plan for verifying the sound source levels of any electromechanical survey equipment operating at frequencies below 200 kHz to the Lessor no later than 45 days prior to the commencement of the field verification activities. The plan must demonstrate how the field verification activities will comply with the requirements of 4.3.6.2. The Lessor may require that the Lessee modify the plan to address any comments the Lessor submits to the Lessee on the contents of the plan in a manner deemed satisfactory to the Lessor prior to the commencement of the field verification activities.*
- 4.3.6.4 *Modification of Exclusion Zone Per Lessee Request. The Lessee may use the results from its field-verification efforts to request modification of the exclusion zone for the specific HRG survey equipment under consideration. Any new exclusion zone radius proposed by the Lessee must be based on the most conservative measurement (i.e., the largest safety zone configuration) of the target Level A or Level B harassment acoustic threshold zone as defined for the purposes of the Marine Mammal Protection Act. This modified zone must be used for all subsequent use of field-verified equipment. The Lessee may periodically reevaluate the modified zone using the field verification procedures described in 4.3.6.2. The Lessee must obtain Lessor approval of any new exclusion zone before it may be implemented.*
- 4.3.6.5 *Clearance of Exclusion Zone. The Lessee must ensure that active acoustic sound sources will not be activated until the protected species observer has reported the exclusion zone clear of all cetaceans, pinnipeds, and sea turtles for 60 minutes.*

- 4.3.6.6 Seasonal Management Areas (SMAs) Right Whale Monitoring. The Lessee must ensure that vessel operators monitor National Marine Fisheries Service's (NMFS) North Atlantic Right Whale reporting systems (e.g., the Early Warning System, Sighting Advisory System, and Mandatory Ship Reporting System) for the presence of North Atlantic right whales during HRG survey operations within or adjacent to SMAs and/or DMAs.
- 4.3.6.7 Struck from lease by Amendment dated June 5, 2018.
- 4.3.6.8 Electromechanical Survey Equipment Ramp-Up. The Lessee must ensure that when technically feasible, a "ramp-up" of the electromechanical survey equipment occurs at the start or re-start of HRG survey activities. A ramp-up would begin with the power of the smallest acoustic equipment for the HRG survey at its lowest power output. The power output would be gradually turned up and other acoustic sources added in a way such that the source level would increase in steps not exceeding 6 dB per 5-minute period.
- 4.3.6.9 Shut Down for Non-Delphinoid Cetaceans and Sea Turtles. If a non-delphinoid cetacean or sea turtle is sighted at or within the exclusion zone, an immediate shutdown of the electromechanical survey equipment is required. The vessel operator must comply immediately with such a call by the observer. Any disagreement should be discussed only after shut-down. Subsequent restart of the electromechanical survey equipment must use the ramp-up provisions described above and may only occur following clearance of the exclusion zone of all cetaceans, pinnipeds, and sea turtles for 60 minutes.
- 4.3.6.10 Power Down for Delphinoid Cetaceans and Pinnipeds. If a delphinoid cetacean or pinniped is sighted at or within the exclusion zone, the electromechanical survey equipment must be powered down to the lowest power output that is technically feasible. The vessel operator must comply immediately with such a call by the observer. Any disagreement or discussion should occur only after power-down. Subsequent power up of the electromechanical survey equipment must use the ramp-up provisions described in 4.3.6.8 and may occur after (1) the exclusion zone is clear of a delphinoid cetacean and/or pinniped or (2) a determination by the protected species observer after a minimum of 10 minutes of observation that the delphinoid cetacean and/or pinniped is approaching the vessel or towed equipment at a speed and vector that indicates voluntary approach to bow-ride or chase towed equipment. An incursion into the exclusion zone by a non-delphinoid cetacean or sea turtle during a power-down requires implementation of the shut-down procedures described in 4.3.6.9.

- 4.3.6.10.1 Pauses in Electromechanical Survey Sound Source. *The Lessee must ensure that if the electromechanical sound source shuts down for reasons other than encroachment into the exclusion zone by a non-delphinoid cetacean or sea turtle, including, but not limited to, mechanical or electronic failure, resulting in the cessation of the sound source for a period greater than 20 minutes, then the Lessee must restart the electromechanical survey equipment using the full ramp-up procedures and clearance of the exclusion zone of all cetaceans, pinnipeds, and sea turtles for 60 minutes. If the pause is less than 20 minutes the equipment may be re-started as soon as practicable at its operational level as long as visual surveys were continued diligently throughout the silent period and the exclusion zone remained clear of cetaceans, pinnipeds, and sea turtles. If visual surveys were not continued diligently during the pause of 20-minutes or less, the Lessee must restart the electromechanical survey equipment using the full ramp-up procedures and clearance of the exclusion zone of all cetaceans, pinnipeds, and sea turtles for 60 minutes.*
- 4.3.7 Geotechnical (Sub-bottom) Exploration. *Stipulations specific to geotechnical exploration conducted in support of plan (i.e., SAP and/or COP) submittal are provided in 4.3.7.1 through 4.3.7.6.*
- 4.3.7.1 Establishment of Default Exclusion Zone. *The Lessee must ensure that a 200-meter default exclusion zone for all cetaceans, pinnipeds, and sea turtles will be monitored by a protected species observer around any vessel conducting geotechnical surveys.*
- 4.3.7.2 Modification of Exclusion Zone Per Lessee Request. *If the Lessee wishes to modify the 200 m (656 ft) default exclusion zone for specific geotechnical exploration equipment, then the Lessee must submit a plan for verifying the sound source levels of the specific geotechnical exploration equipment to the Lessor. The plan must demonstrate how the field verification activities will comply with the requirements of 4.3.7.3. The Lessor may require that the Lessee modify the plan to address any comments the Lessor submits to the Lessee on the contents of the plan in a manner deemed satisfactory to the Lessor prior to the commencement of field verification activities. Any new exclusion zone radius proposed by the Lessee must be based on the most conservative measurement (i.e., the largest safety zone configuration) of the Level B harassment acoustic threshold zone as defined for the purposes of the Marine Mammal Protection Act. This modified zone must be used for all subsequent use of field-verified equipment. The Lessee may periodically reevaluate the modified zone using the field verification procedures described in 4.3.7.3. The Lessee must obtain Lessor approval of any new exclusion zone before it may be implemented.*

- 4.3.7.3 Field Verification of Exclusion Zone. *If the Lessee wishes to modify the existing exclusion zone, the Lessee must conduct field verification of the exclusion zone for the specific geotechnical exploration equipment. The results of the sound measurements from the survey equipment must be used to establish a new exclusion zone, which may be greater than or less than the 200 m (656 ft) default exclusion zone depending on the results of the field tests. The Lessee must take acoustic measurements at a minimum of two reference locations and in a manner that is sufficient to establish the following: source level (peak at 1 meter) and distance to the 180, 160, and 150 dBrms re 1 μ Pa sound pressure level (SPL) isopleths as well as the 187 dB re 1 μ Pa cumulative sound exposure level (cSEL). Sound measurements must be taken at the reference locations at two depths (i.e., a depth at mid-water and a depth at approximately 1 meter above the seafloor).*
- 4.3.7.4 Clearance of Exclusion Zone. *The Lessee must ensure that the geotechnical sound source is not activated until the protected species observer has reported the exclusion zone clear of all cetaceans, pinnipeds, and sea turtles for 60 minutes.*
- 4.3.7.5 Shut Down for Non-Delphinoid Cetaceans and Sea Turtles. *If any non-delphinoid cetaceans or sea turtles are sighted at or within the exclusion zone, an immediate shutdown of the geotechnical survey equipment is required. The vessel operator must comply immediately with such a call by the observer. Any disagreement or discussion should occur only after shut-down. Subsequent restart of the geotechnical survey equipment may only occur following clearance of the exclusion zone for 60 minutes for all cetaceans, pinnipeds, and sea turtles.*
- 4.3.7.6 Pauses in Geotechnical Survey Sound Source. *The Lessee must ensure that if the geotechnical sound source shuts down for reasons other than encroachment into the exclusion zone by a non-delphinoid cetacean or sea turtle, including, but not limited to, mechanical or electronic failure, resulting in the cessation of the sound source for a period greater than 20 minutes, the Lessee must ensure clearance of the exclusion zone of all cetaceans, pinnipeds, and sea turtles for 60 minutes before restarting the geotechnical survey equipment. If the pause is less than 20 minutes, the equipment may be restarted as soon as practicable as long as visual surveys were continued diligently throughout the silent period and the exclusion zone remained clear of cetaceans, pinnipeds, and sea turtles. If visual surveys were not continued diligently during the pause of 20-minutes or less, the Lessee must restart the geotechnical survey equipment only after the clearance of the exclusion zone of all cetaceans, pinnipeds, and sea turtles for 60 minutes.*

4.4 Reporting Requirements

The Lessee must ensure compliance with the following reporting requirements for site characterization activities performed in support of plan (i.e., SAP and/or COP) submittal and must use the contact information provided as an enclosure to this lease, or updated contact information as provided by the Lessor, to fulfill these requirements where appropriate:

- 4.4.1 Reporting Injured or Dead Protected Species. The Lessee must ensure that sightings of any injured or dead protected species (e.g., marine mammals, sea turtles or sturgeon) are reported to the NMFS Northeast Region's Stranding Hotline (800-900-3622 or current) within 24 hours of sighting, regardless of whether the injury or death is caused by a vessel. In addition, if the injury or death was caused by a collision with a project-related vessel, the Lessee must ensure that the Lessor is notified of the strike within 24 hours. The Lessee must use the form provided in Appendix A to Addendum "C" to report the sighting or incident. If the Lessee's activity is responsible for the injury or death, the Lessee must ensure that the vessel assist in any salvage effort as requested by NMFS.*
- 4.4.2 Reporting Observed Impacts to Protected Species. The Lessee must ensure that the observer report any observations concerning impacts on Endangered Species Act listed marine mammals, sea turtles or sturgeon to the Lessor and NMFS within 48 hours. The Lessee must report any injuries or mortalities using the Incident Report in Appendix A to Addendum "C". Any observed takes of listed marine mammals, sea turtles or sturgeon resulting in injury or mortality must be reported within 24 hours to the Lessor and NMFS.*
- 4.4.3 Final Report of G&G Survey Activities and Observations. The Lessee must provide the Lessor and NMFS with a report within 90 calendar days following the commencement of HRG and/or geotechnical exploration activities and at the conclusion of HRG and/or geotechnical exploration activities that includes a summary of the survey activities, all protected species observer reports, a summary of the survey activities and an estimate of the number of listed marine mammals, sea turtles or sturgeon observed and/or Taken during these survey activities.*
- 4.4.4 Protected Species Observer Reports. The Lessee must ensure that the protected-species observer record all observations of protected species using standard marine mammal observer data collection protocols. The list of required data elements for these reports is provided in Appendix B to Addendum "C".*
- 4.4.5 Marine Mammal Protection Act Authorization(s). If the Lessee is required to obtain an authorization pursuant to section 101(a)(5) of the Marine Mammal Protection Act prior to conducting survey activities, then the Lessee must provide to the Lessor a copy of the authorization prior to commencing these activities.*

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT

APPENDIX A TO ADDENDUM "C"

Lease Number OCS-A 0487

INCIDENT REPORT: PROTECTED SPECIES INJURY OR MORTALITY

Photographs and/or video footage should be taken of all injured or dead animals, if possible.

Observer's full name and/or Reporter's full name: _____

Date and Time animal observed: _____

Date and Time animal/samples collected: _____

Location of Incident (Latitude/Longitude): _____

Species Identification (closest taxonomic level possible): _____

Photograph/Video footage collected: YES / NO If Yes, was the data provided to NMFS?

YES / NO

Name of vessel, vessel speed at time of incident, and activity ongoing at time of observation (e.g., transit, survey, pile driving): _____

Environmental conditions at time of observation (i.e., Beaufort Sea state, cloud cover, wind speed, glare):

Water temperature (°C) and depth at site of observation: _____

Describe location of animal and events leading up to, including, and after, the incident:

Status of all sound-source use in the 24 hours preceding the incident: _____

Describe all marine mammal, sea turtle, and sturgeon observations in the 24 hours preceding the incident:

Marine Mammal information:

Injuries observed: _____

Condition/description of animal: _____

Other remarks: _____

Date and time incident reported to NMFS Stranding Hotline: _____

Sturgeon Information:

Fork length (or total length): _____ Weight: _____

Condition of specimen/description of animal: _____

Fish Decomposed: NO SLIGHTLY MODERATELY SEVERELY

Fish tagged: YES / NO Please record all tag numbers. Tag #: _____

Photograph taken: YES / NO

(please label species, date, geographic site and vessel name when transmitting photo)

Genetics sample taken: YES / NO

Genetics sample transmitted to: _____ on (mm/dd/yyyy) _____

Sea Turtle Species Information: (please designate cm/m or inches)

Weight (kg or lbs.): _____

Sex (circle): Male Female Unknown How was sex determined? _____

Straight carapace length: _____ Straight carapace width: _____

Curved carapace length: _____ Curved carapace width: _____

Plastron length: _____ Plastron width: _____

Tail length: _____ Head width: _____

Condition of specimen/description of animal: _____

Existing Flipper Tag Information

Left: _____ Right: _____

PIT Tag #: _____

Miscellaneous:

Genetic biopsy taken: YES / NO

Photos taken: YES / NO

Turtle Release Information:

Date: _____ Time: _____

Latitude: _____ Longitude: _____

State: _____ County: _____

Remarks: (note if turtle was involved with tar or oil, gear or debris entanglement, wounds or mutilations, propeller damage, papillomas, old tag locations, etc.):

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT

APPENDIX B TO ADDENDUM "C"

REQUIRED DATA ELEMENTS FOR PROTECTED SPECIES OBSERVER REPORTS

Lease Number OCS-A 0487

Per ADDENDUM "C", 4.4.4, the Lessee must ensure that the protected-species observer record all observations of protected species using standard marine mammal observer data collection protocols. The list of required data elements for these reports is provided below:

- 1. Vessel name;*
- 2. Observers' names and affiliations;*
- 3. Date;*
- 4. Time and latitude/longitude when daily visual survey began;*
- 5. Time and latitude/longitude when daily visual survey ended; and*
- 6. Average environmental conditions during visual surveys including:*
 - a. Wind speed and direction;*
 - b. Sea state (glassy, slight, choppy, rough, or Beaufort scale);*
 - c. Swell (low, medium, high, or swell height in meters); and*
 - d. Overall visibility (poor, moderate, good).*
- 7. Species (or identification to lowest possible taxonomic level);*
- 8. Certainty of identification (sure, most likely, best guess);*
- 9. Total number of animals;*
- 10. Number of juveniles;*
- 11. Description (as many distinguishing features as possible of each individual seen, including length, shape, color and pattern, scars or marks, shape and size of dorsal fin, shape of head, and blow characteristics);*
- 12. Direction of animal's travel – related to the vessel (drawing preferably);*
- 13. Behavior (as explicit and detailed as possible; note any observed changes in behavior); and*
- 14. Activity of vessel when sighting occurred.*

I acknowledge and agree to the above Amendment:

Sunrise Wind LLC

Lessee



(Signature of Authorized Officer)

Peter W. Allen

(Name of Signatory)

North East Offshore, LLC,
Manager of Sunrise Wind LLC

Director

(Title)

2/3/2021

(Date)

The United States of America

Lessor

JAMES BENNETT

Digitally signed by JAMES BENNETT
Date: 2021.03.15 11:03:58 -04'00'

(Signature of Authorized Officer)

James F. Bennett

(Name of Signatory)

Program Manager, Office of
Renewable Energy Programs

(Title)

(Date)