

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF OCEAN ENERGY MANAGEMENT  <b>COMMERCIAL LEASE OF          SUBMERGED LANDS FOR          RENEWABLE ENERGY DEVELOPMENT          ON THE          OUTER CONTINENTAL SHELF</b>  <i>Paperwork Reduction Act of 1995 statement: This form does not constitute an information collection as defined by 44 U.S.C. § 3501 et seq. and therefore does not require approval by the Office of Management and Budget.</i>	Office	Renewable Energy Lease Number
	New Orleans, LA	OCS-G 37963
	Cash Bonus and/or Acquisition Fee	Resource Type Wind
	Effective Date	Block Number(s) See Addendum "A"

This lease, which includes any addenda hereto, is hereby entered into by and between the United States of America, ("Lessor"), acting through the Bureau of Ocean Energy Management ("BOEM"), its authorized officer, and

<b>Lessee</b>	<b>Interest Held</b>
	%

("Lessee"). This lease is effective on the date written above ("Effective Date") and will continue in effect until the lease terminates as set forth in Addendum "B." In consideration of any cash payment heretofore made by the Lessee to the Lessor and in consideration of the promises, terms, conditions, covenants, and stipulations contained herein and attached hereto, the Lessee and the Lessor agree as follows:

**Section 1: Statutes and Regulations.**

This lease is issued pursuant to subsection 8(p) of the Outer Continental Shelf Lands Act ("the Act"), 43 U.S.C. §§ 1331 *et seq.* This lease is subject to the Act and regulations promulgated pursuant to the Act, including but not limited to, offshore renewable energy regulations at 30 CFR Part 585 as well as other applicable statutes and regulations in existence on the Effective Date of this lease. This lease is also subject to those statutes enacted (including amendments to the Act or other statutes) and regulations promulgated thereafter, except to the extent that they explicitly conflict with an express provision of this lease. It is expressly understood that amendments to existing statutes, including but not limited to the Act, and regulations may be made, and/or new statutes may be enacted or new regulations promulgated, that do not explicitly conflict with an express provision of this lease, and that the Lessee bears the risk that such amendments, regulations, and statutes may increase or decrease the Lessee's obligations under the lease.

**Section 2: Rights of the Lessee.**

- (a) The Lessor hereby grants and leases to the Lessee the exclusive right and privilege, subject to the terms and conditions of this lease and applicable regulations, to:
  - (1) submit to the Lessor for approval a Site Assessment Plan (SAP) and Construction and Operations Plan (COP) for the project identified in Addendum "A" of this lease; and

(2) conduct activities in the area identified in Addendum “A” of this lease (“leased area”) and/or Addendum “D” of this lease (“project easement(s)”), that are described in a SAP or COP that has been approved by the Lessor. This lease does not, by itself, authorize any activity within the leased area.

- (b) The rights granted to the Lessee herein are limited to those activities described in any SAP or COP approved by the Lessor. The rights granted to the Lessee are limited by the lease-specific terms, conditions, and stipulations required by the Lessor per Addendum “C.”
- (c) This lease does not authorize the Lessee to conduct activities on the Outer Continental Shelf (OCS) relating to or associated with the exploration for, or development or production of, oil, gas, other seabed minerals, or renewable energy resources other than those renewable energy resources identified in Addendum “A.”

### **Section 3: Reservations to the Lessor.**

- (a) All rights in the leased area and project easement(s) not expressly granted to the Lessee by the Act, applicable regulations, this lease, or any approved SAP or COP, are hereby reserved to the Lessor.
- (b) The Lessor will decide whether to approve a SAP or COP in accordance with the applicable regulations in 30 CFR Part 585. The Lessor retains the right to disapprove a SAP or COP based on their determination that the proposed activities would have unacceptable environmental consequences, would conflict with one or more of the goals set forth in subsection 8(p)(4) of the Act (43 U.S.C. § 1337(p)(4)), or for other reasons provided by the Lessor pursuant to 30 CFR 585.613(e)(2) or 585.628(f)(2). Disapproval of plans will not subject the Lessor to liability under the lease. The Lessor also retains the right to approve with modifications a SAP or COP, as provided in applicable regulations.
- (c) The Lessor reserves the right to suspend the Lessee’s operations in accordance with the national security and defense provisions of Section 12 of the Act and applicable regulations.
- (d) The Lessor reserves the right to authorize other uses within the leased area and project easements(s) that will not unreasonably interfere with activities described in an approved SAP and/or COP, pursuant to this lease.

### **Section 4: Payments.**

- (a) The Lessee must make all rent payments to the Lessor in accordance with applicable regulations in 30 CFR Part 585, unless otherwise specified in Addendum “B.”
- (b) The Lessee must make all operating fee payments to the Lessor in accordance with applicable regulations in 30 CFR Part 585, as specified in Addendum “B.”

### **Section 5: Plans.**

The Lessee may conduct those activities described in Addendum “A” only in accordance with a SAP or COP approved by the Lessor. The Lessee may not deviate from an approved SAP or COP except as approved pursuant to applicable regulations in 30 CFR Part 585.

## **Section 6: Associated Project Easement(s).**

Pursuant to 30 CFR 585.200(b), the Lessee has the right to one or more project easement(s), without further competition, for the purpose of installing gathering, storage, transmission, transportation, or distribution cables, pipelines, and appurtenances on the OCS, as necessary for the full enjoyment of the lease, and under applicable regulations in 30 CFR Part 585. As part of submitting a COP for approval, the Lessee may request that one or more easement(s) be granted by the Lessor. If the Lessee requests that one or more easement(s) be granted when submitting a COP for approval, such project easements will be granted by the Lessor in accordance with the Act and applicable regulations in 30 CFR Part 585 upon approval of the COP in which the Lessee has demonstrated a need for such easements. Such easements must be in a location acceptable to the Lessor and will be subject to such conditions as the Lessor may require. The project easement(s) that would be issued in conjunction with an approved COP under this lease will be described in Addendum “D” to this lease, which will be updated as necessary.

## **Section 7: Conduct of Activities.**

The Lessee must conduct, and agrees to conduct, all activities in the leased area and project easement(s) in accordance with an approved SAP or COP, and with all applicable laws and regulations.

The Lessee further agrees that no activities authorized by this lease will be carried out in a manner that:

- (a) could unreasonably interfere with or endanger activities or operations carried out under any lease or grant issued or maintained pursuant to the Act, or under any other license or approval from any federal agency;
- (b) could cause any undue harm or damage to the environment;
- (c) could create hazardous or unsafe conditions; or
- (d) could adversely affect sites, structures, or objects of historical, cultural, or archaeological significance, without notice to and direction from the Lessor on how to proceed.

## **Section 8: Violations, Suspensions, Cancellations, and Remedies.**

If the Lessee fails to comply with (1) any of the applicable provisions of the Act or regulations, (2) the approved SAP or COP, or (3) the terms of this lease, including associated Addenda, the Lessor may exercise any of the remedies that are provided under the Act and applicable regulations, including, without limitation, issuance of cessation of operations orders, suspension or cancellation of the lease, and/or the imposition of penalties, in accordance with the Act and applicable regulations.

The Lessor may also cancel this lease for reasons set forth in subsection 5(a)(2) of the Act (43 U.S.C. § 1334(a)(2)), or for other reasons provided by the Lessor pursuant to applicable regulations in 30 CFR 585.422 and 30 CFR 285.437.

Non-enforcement by the Lessor of a remedy for any particular violation of the applicable provisions of the Act or regulations, or the terms of this lease, will not prevent the Lessor from exercising any remedy, including cancellation of this lease, for any other violation or for the same violation occurring at any other time.

## **Section 9: Indemnification.**

The Lessee hereby agrees to indemnify the Lessor for, and hold the Lessor harmless from, any claim caused by or resulting from any of the Lessee's operations or activities on the leased area or project easement(s) or arising out of any activities conducted by or on behalf of the Lessee or its employees, contractors (including Operator, if applicable), subcontractors, or their employees, under this lease, including claims for:

- a. loss or damage to natural resources,
- b. the release of any petroleum or any Hazardous Materials,
- c. other environmental injury of any kind,
- d. damage to property,
- e. injury to persons, and/or
- f. costs or expenses incurred by the Lessor.

Except as provided in any addenda to this lease, the Lessee will not be liable for any losses or damages proximately caused by the activities of the Lessor or the Lessor's employees, contractors, subcontractors, or their employees. The Lessee must pay the Lessor for damage, cost, or expense due and pursuant to this Section within 90 days after written demand by the Lessor. Nothing in this lease will be construed to waive any liability or relieve the Lessee from any penalties, sanctions, or claims that would otherwise apply by statute, regulation, operation of law, or that could be imposed by the Lessor or other government agency acting under such laws.

"Hazardous Material" means

1. A "hazardous substance" or a "pollutant or contaminant" as defined by the *Comprehensive Environmental Response, Compensation, and Liability Act* at 42 U.S.C. §§ 9601(14) and (33);
2. Any "regulated substance" as defined by the Resource Conservation and Recovery Act ("RCRA") at 42 U.S.C. § 6991(7), whether or not contained in or released from underground storage tanks, and any hazardous waste regulated under RCRA pursuant to 42 U.S.C. §§ 6921 *et seq.*;
3. "Oil," as defined by the Clean Water Act at 33 U.S.C. § 1321(a)(1) and the Oil Pollution Act at 33 U.S.C. § 2701(23); or
4. Other substances that applicable federal, state, tribal, or local laws define and regulate as "hazardous."

## **Section 10: Financial Assurance.**

The Lessee must provide and maintain at all times a surety bond(s) or other form(s) of financial assurance approved by the Lessor in the amount specified in Addendum "B." If, at any time during the term of this lease, the Lessor requires additional financial assurance under the authority of applicable regulations in 30 CFR Part 585, then the Lessee must furnish the additional financial assurance required by the Lessor in a form acceptable to the Lessor within 90 days after receipt of the Lessor's notice of such adjustment.

## **Section 11: Assignment or Transfer of Lease.**

This lease may not be assigned or transferred in whole or in part without written approval of the Lessor. The Lessor reserves the right, in its sole discretion, to deny approval of the Lessee's

application to transfer or assign all or part of this lease. Any assignment will be effective on the date the Lessor approves the Lessee's application. Any assignment made in contravention of this section is void.

#### **Section 12: Relinquishment of Lease.**

The Lessee may relinquish this entire lease or any officially designated subdivision thereof by filing with the appropriate office of the Lessor a written relinquishment application, in accordance with applicable regulations in 30 CFR Part 585. No relinquishment of this lease or any portion thereof will relieve the Lessee or its surety of the obligations accrued hereunder, including but not limited to, the responsibility to remove property and restore the leased area and project easement(s) pursuant to section 13 of this lease and applicable regulations.

#### **Section 13: Removal of Property and Restoration of the Leased Area and Project Easement(s) on Termination of Lease.**

Unless otherwise authorized by the Lessor, pursuant to the applicable regulations in 30 CFR Part 585, the Lessee must remove or decommission all facilities, projects, cables, pipelines, and obstructions and clear the seafloor of all obstructions created by activities on the leased area and project easement(s) within two years following lease termination, whether by expiration, cancellation, contraction, or relinquishment, in accordance with any approved SAP, COP, or approved decommissioning application, and applicable regulations in 30 CFR Parts 285, 585, and 586.

#### **Section 14: Safety Requirements.**

The Lessee must:

- a. maintain all places of employment for activities authorized under this lease in compliance with occupational safety and health standards and, in addition, free from recognized hazards to employees of the Lessee or of any contractor or subcontractor operating under this lease;
- b. maintain all operations within the leased area and project easement(s) in compliance with regulations in 30 CFR Part 585 and orders from the Lessor and other federal agencies with jurisdiction, intended to protect persons, property and the environment on the OCS; and
- c. provide any requested documents and records, which are pertinent to occupational or public health, safety, or environmental protection, and allow prompt access, at the site of any operation or activity conducted under this lease, to any inspector authorized by the Lessor or other federal agency with jurisdiction.

#### **Section 15: Debarment Compliance.**

The Lessee must comply with the Department of the Interior's non-procurement debarment and suspension regulations set forth in 2 CFR Parts 180 and 1400 and must communicate the requirement to comply with these regulations to persons with whom it does business related to this lease by including this requirement in all relevant contracts and transactions.

#### **Section 16: 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 17: 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 41 CFR 60-1.5.

### **Section 18: Notices.**

All notices or reports provided from one party to the other under the terms of this lease must be in writing, except as provided herein and in the applicable regulations in 30 CFR Parts 285, 585, and 586. Written notices and reports must be delivered to the Lessee's or Lessor's Lease Representative, as specifically listed in Addendum "A," either electronically, by hand, by facsimile, or by United States first class mail, adequate postage prepaid. Each party must, as soon as practicable, notify the other of a change to their Lessee's or Lessor's Contact Information listed in Addendum "A" by a written notice signed by a duly authorized signatory and delivered by hand or United States first class mail, adequate postage prepaid. Until such notice is delivered as provided in this section, the last recorded contact information for either party will be deemed current for service of all notices and reports required under this lease. For all operational matters, notices and reports must be provided to the party's Operations Representative, as specifically listed in Addendum "A," as well as the Lease Representative.

### **Section 19: Severability Clause.**

If any provision of this lease is held unenforceable, all remaining provisions of this lease will remain in full force and effect.

**Section 20: Modification.**

Unless otherwise authorized by the applicable regulations in 30 CFR Part 585, this lease may be modified or amended only by mutual agreement of the Lessor and the Lessee. No such modification or amendment will be binding unless it is in writing and signed by duly authorized signatories of the Lessor and the Lessee.

**Section 21: Variance.**

- a. The Lessee may submit a written request via email to the BOEM Office of Renewable Energy Programs Chief and/or BSEE via TIMSWeb (<https://timsweb.bsee.gov/>), requesting a variance from the requirements of this Lease. The request must explain why compliance with a particular requirement is not technically and/or economically practical or feasible and any alternative actions the Lessee proposes to take. To the extent not otherwise prohibited by law and after consideration of all relevant facts and applicable legal requirements, BOEM and/or BSEE may grant the request for a variance if the appropriate Bureau(s) determine that the variance: –(1) would not result in a change in the Project impact levels described in the Environmental Assessment EA and the Finding of No Significant Impact issued for this Lease; (2) would not alter obligations or commitments resulting from consultations performed by BOEM and BSEE under federal law in connection with this Lease in a manner that would require BOEM to re-initiate or perform additional consultations (e.g., Endangered Species Act (ESA), Coastal Zone Management Act (CZMA), National Historic Preservation Act (NHPA)); and (3) would not alter BOEM’s determination that the activities associated with the Project would be conducted in accordance with section 8(p)(4) of OCSLA. After making a determination regarding a request for variance, BOEM and/or BSEE will notify the Lessee in writing whether the appropriate Bureau(s) will allow the proposed variance from the identified requirements set forth in this Lease. Approvals of variance requests will be made publicly available.

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Lessee

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(Signature of Authorized Officer)

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(Name of Signatory)

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(Title)

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The United States of America

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Lessor

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(Signature of Authorized Officer)

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(Name of Signatory)

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(Title)

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(Date)

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(Date)



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

**ADDENDUM "A"**

DESCRIPTION OF LEASED AREA AND LEASE ACTIVITIES

Lease Number OCS-G 37963

I. Lessor and Lessee Contact Information

Lessee Company Number: \_\_\_\_\_

(a) Lessor's Contact Information

	<b>Lease Representative</b>	<b>Operations Representative</b>
Title	Regional Director	Regional Director
Address	U.S. Department of the Interior Bureau of Ocean Energy Management 1201 Elmwood Park Blvd New Orleans, Louisiana 70123	U.S. Department of the Interior Bureau of Safety and Environmental Enforcement 1201 Elmwood Park Blvd New Orleans, Louisiana 70123
Phone		
Fax		
Email	<a href="mailto:renewableenergygomr@boem.gov">renewableenergygomr@boem.gov</a>	<a href="mailto:RENGOMR@bsee.gov">RENGOMR@bsee.gov</a>

(b) Lessee's Contact Information

	<b>Lease Representative</b>	<b>Operations Representative</b>
Name		
Title		
Address		
Phone		
Fax		
Email		

II. Description of Leased Area

The total acreage of the leased area is approximately 96,786 acres, more or less.

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

**Lease OCS-G 37963**

The following Blocks or portions of Blocks lying within Official Protraction Diagram NH15-10 (Bay City) are depicted on the map below and comprise 96,786 acres, more or less.

- 1) Block 6329, All

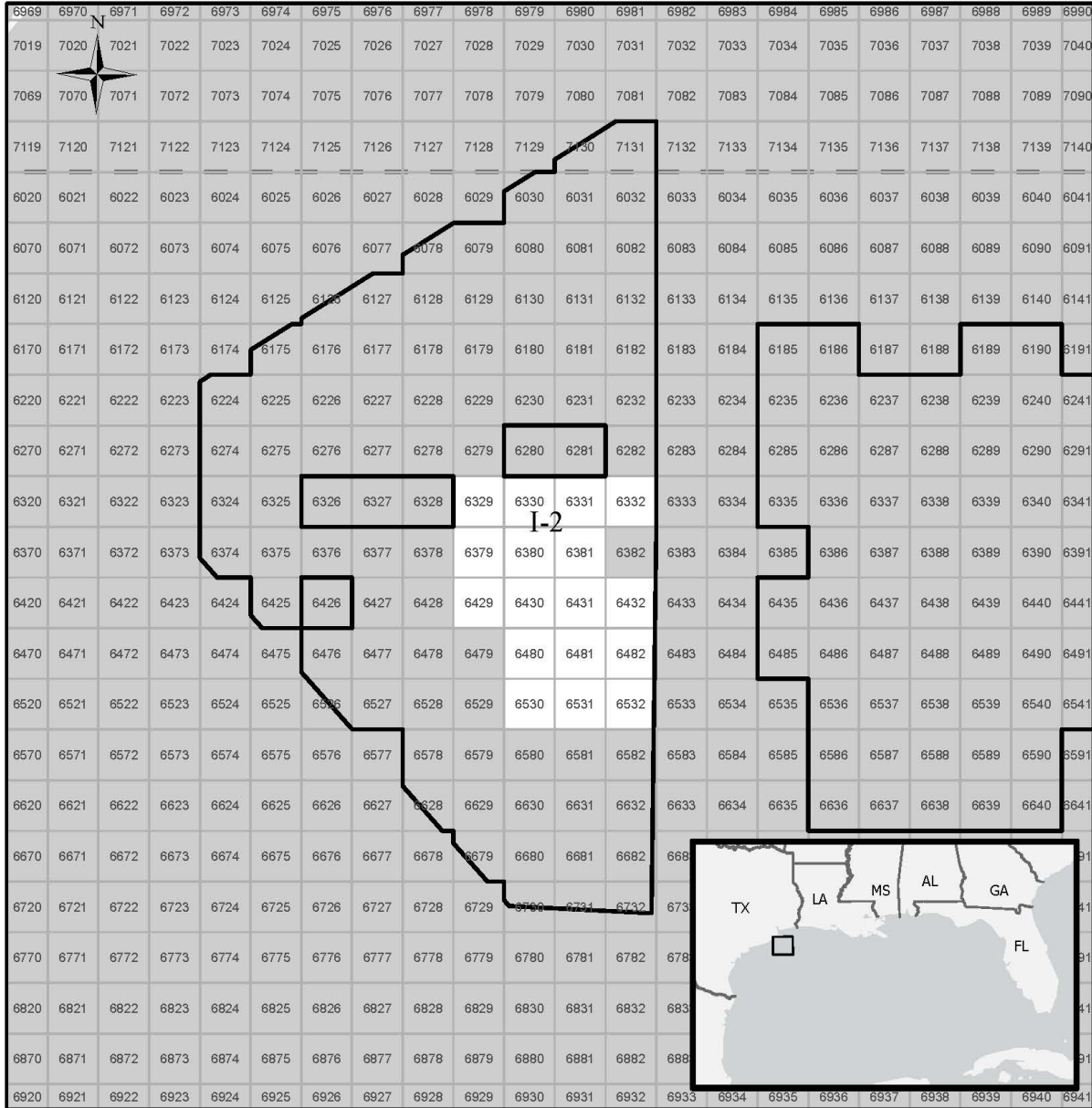
- 2) Block 6330, All
- 3) Block 6331, All
- 4) Block 6332, All
- 5) Block 6379, All
- 6) Block 6380, All
- 7) Block 6381, All
- 8) Block 6429, All
- 9) Block 6430, All
- 10) Block 6431, All
- 11) Block 6432, All
- 12) Block 6480, All
- 13) Block 6481, All
- 14) Block 6482, All
- 15) Block 6530, All
- 16) Block 6531, All
- 17) Block 6532, All

For the purpose of these calculations, a full Block is 2,304 hectares. One hectare equals 2.471043930 acres.

# Map of Lease OCS-G 37963

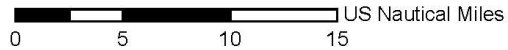


## Lease Area OCS-G 37963



- GOM Final Wind Energy Areas
- Gulf of Mexico Wind 2 Lease Options
- OCS Blocks
- OCS Protractions

Map Scale: 1:500,000  
 PCS: NAD 1983 UTM Zone 15N  
 GCS: GCS North American 1983  
 Datum: North American 1983  
 Projection: Transverse Mercator  
 Central Meridian: -75.0000



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III. Renewable Energy Resource

Wind to produce electricity and other energy products (e.g. hydrogen).

IV. Description of the Project

A project to produce or support production, transportation, storage or transmission of energy (including electricity and, potentially, hydrogen or other energy products) using wind turbine generators, including any associated resource assessment activities, located on the Outer Continental Shelf in the leased area as well as installation of associated offshore support platforms (e.g., substations, electrolyzers, storage facilities), inner array cables, and associated infrastructure (e.g., cables, pipelines, and appurtenances).

V. Description of Project Easement(s)

Once approved, the Lessor will incorporate Lessee's project easement(s) in this lease as ADDENDUM "D."

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

**ADDENDUM “B”**

LEASE TERM AND FINANCIAL SCHEDULE

Lease Number OCS-G 37963

I. Lease Term

The duration of each term of the lease is described below. The terms may be extended or otherwise modified in accordance with applicable regulations in 30 CFR Part 585.

<b>Lease Term</b>	<b>Duration</b>
Preliminary Term	1 year
Site Assessment Term	5 years
Operations Term	33 years

Schedule: Addendum “C” includes a schedule and reporting requirements for conducting site characterization activities.

Renewal: The Lessee may request renewal of the operations term of this lease, in accordance with applicable regulations in 30 CFR part 585. The Lessor, at its discretion, may approve a renewal request to conduct substantially similar activities as were originally authorized under this lease or in an approved plan. The Lessor will not approve a renewal request that involves development of a type of renewable energy not originally authorized in the lease. The Lessor may revise or adjust payment terms of the original lease as a condition of lease renewal.

II. Definitions

*Lease Issuance Date* means the date on which this lease has been signed by *both* the Lessee and the Lessor.

*Lease Anniversary* means the anniversary of the Effective Date of the lease.

*End Date* means the earlier of a) the last calendar day of the last month of the Operations Term; or b) the date on which the lease terminates in the event of a lease termination for another reason under 30 CFR 585.432.

*Commercial Operations* means the generation of electricity or other energy product (e.g. hydrogen) for commercial use, sale, or distribution.

*Commercial Operations Date*, or *COD*, means the date on which the Lessee first begins Commercial Operations on the lease.

*Delivery Point* means the meter identified in the Construction and Operations Plan (COP) where the Lessee’s facility interconnects with the electric grid to deliver electricity for sale or the meter where

the electricity is used to generate hydrogen or other energy products.

*Available for Commercial Operations* means the date on or after the first day that an individual wind generation turbine (WTG) engages in Commercial Operations on the lease; a WTG is no longer available for Commercial Operations on the first day that it is permanently decommissioned. These dates are determined by the COP, the Facility Design Report (FDR) or the Fabrication and Installation Report (FIR).

### III. Payments

Unless otherwise authorized by the Lessor in accordance with the applicable regulations in 30 CFR Part 585, the Lessee must make payments as described below.

(a) **Rent.** The Lessee must pay rent as described below:

Rent payments prior to the COD, or prior to the lease End Date in the event that the lease terminates prior to the COD, are calculated by multiplying the acres in the leased area times the rental rate per acre. The acreage for the lease is documented in Addendum A. For example:

- Acres: 100,000
- Annual Rental Rate: \$3.00 per acre or fraction thereof
- Rental Fee for Entire Leased Area: \$3.00 x 100,000 = \$300,000

The first year's rent payment is due within 45 days of the date that the lease is received by the Lessee for execution, in accordance with 30 CFR 585.503. Rent for the entire leased area for the next year and for each subsequent year is due on or before each Lease Anniversary through the year in which the COD occurs. The rent for each year subsequent to the COD on the portion of the lease not authorized for Commercial Operations is due on or before each Lease Anniversary.

Once a portion of the lease begins commercial operations, rent will only be due for the undeveloped or non-operating acreage. The rent calculation becomes a three-step process:

- (1) rent is calculated on the portion of the lease not authorized for commercial operations.
- (2) rent is calculated on the portion of the lease authorized for commercial operations but without operating turbines.
- (3) the sum of (1) and (2) yield the rent due.

**Step (1):** The Lessee will continue to pay rent at the lease rate for acreage outside the approved commercial project area. The demarcation between acreage for a commercial project and undeveloped acreage will be defined in the COP or supplemental documents approved by BOEM. For example, if the total lease acreage is 100,000 acres and exactly one-quarter of the lease acreage is approved for commercial operations, 75,000 acres is not authorized for commercial operations.

- Acres: 75,000
- Annual Rental Rate: \$3.00 per acre or fraction thereof
- Rental Fee for Undeveloped Leased Area: \$3.00 x 75,000 = \$225,000

**Step (2):** Acreage for the approved project area subject to rent will be the complement of the operating name plate capacity divided by the total nameplate capacity,  $\frac{M_t}{\sum N_w}$ , as defined in Section

III (b) (4) below, prior to any adjustments as specified in the most recent approved COP for turbine maintenance, replacements, repowering, or decommissioning. If contiguous acreage for an approved project cannot be developed due to buffers or other surface occupancy restrictions, it will be considered part of the operating area of the lease and covered by the lease's operating fee payment.

- Acres: 25,000
- Annual Rental Rate: \$3.00 per acre or fraction thereof
- Rental Fee for Undeveloped Acreage Authorized for Commercial Operations:  $\$3.00 \times 25,000 \times \left(1 - \frac{M_t}{\sum N_w}\right) = \$\text{Rent}$

Using the summed capacity of 14.21 MW from the 30 MW project in Table 1 from Section III (b) (4) below, the rental calculation for the project area is:  $\$3.00 \times 25,000 \times (1 - 0.473667) = \$39,475$

**Step (3):** Summing the rent due in steps (1) & (2):  $\$225,000 + \$39,475 = \$264,475$ .

- The Adjusted Annual Rent Payment will be rounded up to the nearest dollar.

All rent payments must be made as required in 30 CFR 1218.51. Late rent payments will be charged underpayment interest in accordance with 30 CFR 1218.54.

Advance lease rent and operating fee payments are due annually, before the Lease Anniversary date. All rent payments, including the last rent payment, are payable for the full year. During the construction and decommissioning periods, the rental paid can be adjusted following a reconciliation process. The adjustment of rent for the commercial project area will be calculated based on actual construction and decommissioning dates and will equal the fractional remainder of the operating nameplate capacity as calculated for  $M_t$  in (b)(4). The Lessee should work with BOEM's Office of Renewable Energy Programs and the Office of Natural Resources Revenue (ONRR) on any payment reconciliation as instructed in Section III (c).

**(1) Project Easement.**

Rent for any project easement(s) is described in ADDENDUM "D."

**(2) Relinquishment.**

If the Lessee submits an application for relinquishment of a portion of the leased area within the first 45 days following the date that the lease is received by the Lessee for execution, and the Lessor approves that application, no rent payment will be due on that relinquished portion of the leased area. Later relinquishments of any leased area will reduce the Lessee's rent payments due the year following the Lessor's approval of the relinquishment, through a reduction in the acres in the leased area, the corresponding rent payment for the entire leased area, and any related adjusted annual rent payments.

(b) **Operating Fee.** The Lessee must pay an operating fee as described below, including if the Lessee uses any electricity to generate hydrogen or other energy products.

**(1) Initial Operating Fee Payment.**

The Lessee must pay an initial prorated operating fee within 45 days after the COD. The initial operating fee payment covers the first year of Commercial Operations on the lease and will be calculated in accordance with subsection (4), below, using an operating fee rate of 0.02 and a capacity factor of 0.3.

**(2) Annual Operating Fee Payments.**

The Lessee must pay the operating fee for each subsequent year of Commercial Operations on or before each Lease Anniversary following the formula in subsection (4). The Lessee must calculate each operating fee annually subsequent to the initial operating fee payment using an operating fee rate of 0.02 through the thirty-three year operations term of the lease. The capacity factor of 0.3 will remain in effect until the Lease Anniversary of the year in which the Lessor adjusts the capacity factor.

**(3) Final Operating Fee Payment.**

The final operating fee payment is due on the Lease Anniversary prior to the End Date. The final operating fee payment covers the last year of Commercial Operations on the lease and will be calculated in accordance with the formula in subsection (4) below.

**(4) The formula for calculating the operating fee in year *t*.**

$F_t$	=	$M_t$	*	$H$	*	$C_p$	*	$P_t$	*	$r_t$
(annual operating fee)		(nameplate capacity)		(hours per year)		(capacity factor)		(power price)		(operating fee rate)

Where:

$t =$	the year of Commercial Operations on the lease starting from each Lease Anniversary, where $t$ equals 1 represents the year beginning on the Lease Anniversary prior to, or on, the COD.
$F_t =$	the dollar amount of the annual operating fee in year $t$ .
$M_t =$	<p>the nameplate capacity expressed in megawatts (MW) rounded to the nearest second decimal place in year <math>t</math> of Commercial Operations on the lease. The capacity calculation is a two-step process: (1) scaling each turbine’s nameplate capacity in proportion to the number of days in the year that it is operational and (2) summing these scaled values across all turbines</p> <p>The value of <math>M_t</math>, reflecting the availability of turbines, will be determined based on the FDR or FIR. This value will be adjusted to reflect any changes to installed capacity approved by BOEM as of the date each operating fee payment is due, in accordance with the calculation in Equation 1, for each year of Commercial Operations on the lease.</p> $(1) M_t = \sum_{w=1}^{W_t} \left( N_w \times \left[ \frac{Y_{w,t}}{D} \right] \right)$ <p>Where:</p> <p><math>W_t</math> = Number of individual wind generation turbines, <math>w</math>, that will be available for Commercial Operations during any day of the year, <math>t</math>, per the FDR or FIR.</p> <p><math>N_w</math> = Nameplate capacity of individual wind generation turbine, <math>w</math>, per the FDR or FIR</p>



expressed in MW.

$Y_{w,t}$  = Number of days that turbine  $w$  is commercially available during year.

$D$  = Days in the year set equal to 365 in all years for purposes of this calculation.

$M_t$  may be reduced only in the event that installed capacity is permanently decommissioned.  $M_t$  will not be changed in response to routine or unplanned maintenance of units, including the temporary removal of a nacelle for off-site repair or replacement with a similar unit.

EXAMPLE: Table 1 illustrates the calculations represented by Equation (1) for a single lease year for a lease on which the Lessee plans to erect six turbines, each with a nameplate capacity of 5 MW. Based on the days in each turbine's Commercial Operations period (column B), the exhibit shows the number of days during the year that the turbine is available for operation. Dividing this value by 365 (column D) yields the percent of days during the year that the turbine is available for Commercial Operations (column E). For each turbine, the resulting percentage (column E) is multiplied by its nameplate capacity (column A) to calculate its scaled capacity for the year (column F). The individual values in column F are then summed across all six turbines to calculate total capacity ( $M_t$ ).

**Table 1: Example of  $M_t$  Calculations for Installation**

Turbine	Nameplate Capacity ( $N_w$ ) [A]	Days in Turbine's Commercial Operations Period [B]	Number of days available for Commercial Operations in year $t$ ( $Y_{w,t}$ ) [C]	Number of days in the Year [D]	Percent of days available for Commercial Operations ( $\frac{Y_{w,t}}{D}$ ) [E = C ÷ D]	Turbine capacity scaled based on percent of days in Commercial Operations $N_w \times \frac{Y_{w,t}}{D}$ [F = A × E]
#1	5	January 1 to December 31	365	365	100%	5.00
#2	5	January 1 to December 31	365	365	100%	5.00
#3	5	October 1 to December 31	92	365	25.2%	1.26
#4	5	October 1 to December 31	92	365	25.2%	1.26
#5	5	October 1 to December 31	92	365	25.2%	1.26
#6	5	December 1 to December 31	31	365	8.5%	0.42

	<p>Available capacity summed across all turbines: <math>M_t = \sum_{w=1}^{W_t} \left( N_w \times \left[ \frac{V_{w,t}}{D} \right] \right) = 14.21</math></p> <p>The same calculation would be performed for the lease during the decommissioning phase.</p>																																								
H =	the number of hours in the year for billing purposes which is equal to 8,760 for all years of Commercial Operations on the lease.																																								
$c_p =$	<p>the “Capacity Factor” in Performance Period p, which represents the share of anticipated generation of the facility that is delivered to where the Lessee’s facility interconnects with the electric grid or where the electricity is used to generate hydrogen or other energy products (i.e., the Delivery Point) relative to its generation at continuous full power operation at the nameplate capacity, expressed as a decimal between zero and one. Performance Period (p) is the five-year period of Commercial Operation Years (t) that have the same capacity factor.</p> <p>The initial Capacity Factor (<math>c_0</math>) will be set to 0.3.</p> <p>The Capacity Factor will be subject to adjustment at the end of each Performance Period. After the sixth year of Commercial Operations on the lease has concluded, the Lessee will utilize data gathered from years two through six of Commercial Operations on the lease and propose a revised Capacity Factor to be used to calculate subsequent annual payments, as provided for in Table 2 below. A similar process will be conducted at the conclusion of each five-year Performance Period, thereafter.</p> <p><b>Table 2: Definition of Performance Periods</b></p> <table border="1"> <thead> <tr> <th>Performance Period (p)</th> <th>Commercial Operation Years (t)</th> <th>Payments Affected by Adjustment</th> <th>Capacity Factor (c)</th> <th>Date End Year (n)</th> </tr> </thead> <tbody> <tr> <td>0 (COD)</td> <td>Not Applicable</td> <td>Payments 1 to 7</td> <td><math>c_0=0.3</math></td> <td>--</td> </tr> <tr> <td>1</td> <td>t = 2 to 6</td> <td>Payments 8 to 12</td> <td><math>c_1</math></td> <td><math>n_1=6</math></td> </tr> <tr> <td>2</td> <td>t = 7 to 11</td> <td>Payments 13 to 17</td> <td><math>c_2</math></td> <td><math>n_2=11</math></td> </tr> <tr> <td>3</td> <td>t = 12 to 16</td> <td>Payments 18 to 22</td> <td><math>c_3</math></td> <td><math>n_3=16</math></td> </tr> <tr> <td>4</td> <td>t = 17 to 21</td> <td>Payments 23 to 27</td> <td><math>c_4</math></td> <td><math>n_4=21</math></td> </tr> <tr> <td>5</td> <td>t = 22 to 26</td> <td>Payments 28 to 32</td> <td><math>c_5</math></td> <td><math>n_5=26</math></td> </tr> <tr> <td>6</td> <td>t = 27 to 31</td> <td>Payment 33</td> <td><math>c_6</math></td> <td><math>n_6=31</math></td> </tr> </tbody> </table> <p><b>Adjustments to the Capacity Factor</b></p> <p>The Actual 5-year Average Capacity Factor (<math>X_p</math>) is calculated for each Performance Period after COD (<math>p &gt; 0</math>) per Equation 2 below. <math>X_p</math> represents the sum of actual, metered electricity generation in megawatt-hours (MWh) at the Delivery Point to the electric grid (<math>A_t</math>) or where electricity is used to generate hydrogen or other energy products divided by the amount of electricity generation in MWh that would have been produced if the facility operated continuously at its full, stated capacity (<math>M_t</math>) in all of the hours (<math>h_t</math>) in each year, t, of the corresponding five-year period.</p> $(2) X_p = \frac{\sum_{t=n-4}^n A_t}{\left( \sum_{t=n-4}^n M_t \times h_t \right)}$ <p>Where:</p>	Performance Period (p)	Commercial Operation Years (t)	Payments Affected by Adjustment	Capacity Factor (c)	Date End Year (n)	0 (COD)	Not Applicable	Payments 1 to 7	$c_0=0.3$	--	1	t = 2 to 6	Payments 8 to 12	$c_1$	$n_1=6$	2	t = 7 to 11	Payments 13 to 17	$c_2$	$n_2=11$	3	t = 12 to 16	Payments 18 to 22	$c_3$	$n_3=16$	4	t = 17 to 21	Payments 23 to 27	$c_4$	$n_4=21$	5	t = 22 to 26	Payments 28 to 32	$c_5$	$n_5=26$	6	t = 27 to 31	Payment 33	$c_6$	$n_6=31$
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	<p><math>M_t</math> = Nameplate Capacity as defined above.</p> <p><math>n</math> = “Date End Year” value for the Performance Period, <math>p</math>, as defined in Table 2.</p> <p><math>p</math> = Performance Period as defined in Table 2.</p> <p><math>A_t</math> = Actual generation in MWh associated with each year of Commercial Operations, <math>t</math>, on the lease that is transferred at the Delivery Point; Delivery Point meter data supporting the values submitted for annual actual generation must be recorded, preserved, and timely provided to the Lessor upon request. The generation data for the facility must be the same data reported on the Energy Information Administration’s EIA-923. If not required to report data on the EIA-923, the Lessee will provide BOEM with same generation data that would otherwise be reported on the EIA-923.</p> <p><math>h_t</math> = Hours in the year on which the Actual Generation associated with each year of Commercial Operations, <math>t</math>, on the lease is based; this definition of “hours in the year” differs from the definition of <math>H</math> in the operating fee equation above. The hours in the year for purposes of calculating the capacity factor must take into account the actual number of hours, including those in leap years.</p> <p>The value of the Capacity Factor at the outset of Commercial Operations (<math>p = 0</math>) is set to 0.3 as stated in equation 3:</p> <p><b>(3) <math>c_0 = 0.3</math></b></p>
$P_t$ =	<p>a measure of the annual average wholesale electric power price expressed in dollars per MW hour.</p> <p>The Lessee must calculate <math>P_t</math> at the time each operating fee payment is due, subject to approval by the Lessor. The Price (<math>P_t</math>) must equal the simple average of the “on-the-hour” spot price indices for the Electric Reliability Council of Texas (ERCOT) for the most recent calendar year of data available. ERCOT operates Texas’s electrical grid, the Texas Interconnection, which supplies power to more than 25 million Texas customers and represents 90 percent of the state’s electric load. Aggregated data from commercial subscription services such as S&amp;P Global Market Intelligence Platform or Hitachi ABB Velocity Suite can also be used and may be posted by BOEM for reference. BOEM may post the power price data it intends to use for the Lessee’s reference at <a href="http://boem.gov">boem.gov</a>.</p> <p>The source of data used in the calculations must be noted in the Lessee’s documentation supporting their estimate of the value of <math>P_t</math> each year for review and approval by the Lessor. BOEM will use the posted prices to verify the Lessee’s calculations.</p>
$r_t$ =	<p>the operating fee rate of 0.02 (2%).</p>

**(c) Reporting, Validation, Audits, and Late Payments.**

The Lessee must submit the values used in the operating fee formula to the Lessor at the time the annual payment based on these values is made. Submission of this and other reporting, validation, audit and late payment information as requested by the Lessor must be sent to the Lessor using the **Form BOEM-0008 (October 2016)** **Page B - 7**  
 Previous Editions are Obsolete.

contact information indicated in Addendum “A”, unless the Lessor directs otherwise. Failure to submit the estimated values and the associated documentation on time to the Lessor may result in penalties as specified in applicable regulations.

Within 60 days of the submission by the Lessee of the annual payment, the Lessor will review the data submitted and validate that the operating fee formula was applied correctly. If the Lessor validation results in a different operating fee amount, the amount of the annual operating fee payment will be revised to the amount determined by the Lessor.

The Lessor also reserves the right to audit the meter data upon which the Actual 5-year Average Capacity Factor is based at any time during the lease term. If, as a result of such audit, the Lessor determines that any annual operating fee payment was calculated incorrectly, the Lessor has the right to correct any errors and collect the correct annual operating fee payment amount.

If the annual operating fee is revised downward as a result of the Lessee’s calculations, as validated by the Lessor, or an audit of meter data conducted by the Lessee or Lessor, the Lessee will be refunded the difference between the amount of the payment received and the amount of the revised annual operating fee, without interest. Similarly, if the payment amount is revised upward, the Lessee is required to pay the difference between the amount of the payment received and the amount of the revised annual operating fee, plus underpayment interest on the balance, in accordance with 30 CFR § 1218.54.

Late operating fee payments will be charged underpayment interest in accordance with 30 CFR § 1218.54.

### III. Financial Assurance

The Lessor will base the determination for the amounts of all Site Assessment Plan (SAP), COP, and decommissioning financial assurance requirements on estimates of the cost to meet all accrued lease obligations. The Lessor will determine the amount of supplemental and decommissioning financial assurance requirements on a case-by-case basis. The amount of financial assurance required to meet all lease obligations includes:

(a) **Initial Financial Assurance.** Prior to the Lease Issuance, the Lessee must provide an initial lease-specific bond, or other approved means of meeting the Lessor’s initial financial assurance requirements in an amount equal to \$100,000.

(b) **Additional Financial Assurance.** In addition to the initial lease-specific financial assurance discussed and as set forth above, the Lessee is also required to provide additional supplemental bonds associated with the SAP and COP, or other form of financial assurances and a decommissioning bond or other approved means of meeting the Lessee’s decommissioning obligations.

(1) Prior to the Lessor’s approval of a SAP, the Lessor will require an additional supplemental bond or other form of financial assurance in an amount determined by the Lessor based on the complexity, number, and location of all facilities involved in the site assessment activities planned in the SAP, and estimates of the costs to meet all accrued obligations, in accordance with applicable BOEM regulations (30 CFR 585.515-537). The supplemental financial assurance requirement is in addition to the initial lease-specific financial

assurance in the amount of \$100,000. The Lessee may meet these obligations by providing a new bond or other acceptable form of financial assurance, or increasing the amount of its existing bond or other form of financial assurance.

- (2) Prior to the Lessor's approval of a COP, the Lessor may require an additional supplemental bond or other form of financial assurance in an amount determined by the Lessor based on the complexity, number, location of all facilities, activities and Commercial Operations planned in the COP, and estimates of the costs to meet all accrued obligations, in accordance with applicable BOEM regulations (30 CFR 585.515-537). The supplemental financial assurance requirement is in addition to the initial lease-specific financial assurance in the amount of \$100,000, and an additional supplemental bond or other form of financial assurance required with the SAP. The Lessee may meet this obligation by providing a new bond or other acceptable form of financial assurance, or increasing the amount of its existing bond or other form of financial assurance.
- (3) The Lessor will require a decommissioning bond or other form of financial assurance based on the anticipated decommissioning costs in accordance with applicable BOEM regulations (30 CFR 585.515-537). The decommissioning obligation must be satisfied through an acceptable form of financial assurance and will be due according to the schedule beginning before the commencement of the installation of commercial facilities on a date or dates to be determined by the Lessor.

(c) **Adjustments to Financial Assurance Amounts.** The Lessor reserves the right to adjust the amount of any financial assurance requirement (initial, supplemental, or decommissioning) associated with this lease and/or reassess the Lessee's cumulative lease obligations, including decommissioning obligations, at any time. If the Lessee's cumulative lease obligations and/or liabilities increase or decrease, the Lessor will notify the Lessee of any intended adjustment to the financial assurance requirements and provide the Lessee an opportunity to comment in accordance with applicable BOEM regulations.

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

**ADDENDUM "C"**

LEASE-SPECIFIC TERMS, CONDITIONS, AND STIPULATIONS

Lease Number OCS-G 37963

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
2	SITE CHARACTERIZATION .....	3
	2.1 SURVEY PLAN(S).....	3
	2.2 PRE-SURVEY MEETING(S) WITH THE LESSOR.....	4
3	REPORTING .....	4
	3.1 PROGRESS REPORT .....	4
4	NATIONAL SECURITY AND MILITARY OPERATIONS.....	8
	4.1 HOLD AND SAVE HARMLESS .....	8
	4.2 EVACUATION OR SUSPENSION OF ACTIVITIES.....	9
	4.3 ELECTROMAGNETIC EMISSIONS .....	10
	4.4 FOREIGN INTEREST .....	10
	4.5 NOTICE OF ASSIGNMENT TO THE COMMITTEE ON FOREIGN INVESTMENT IN THE UNITED STATES (CFIUS).....	10
5	STIPULATIONS .....	11
	5.1 GENERAL REQUIREMENTS .....	11
	5.2 PROTECTED SPECIES.....	11
	5.3 BENTHIC HABITAT .....	13
	5.4 COMMERCIAL FISHERIES:.....	13
	5.5 ARCHAEOLOGICAL SURVEY REQUIREMENTS.....	14
	5.6 AVIAN AND BAT SURVEY AND REPORTING REQUIREMENTS.....	16
	5.7 MANATEE CONSERVATION, AVOIDANCE AND MINIMIZATION MEASURES AND REPORTING .....	17
	5.8 ADDITIONAL PROTECTED SPECIES MITIGATIONS.....	17
	5.9 TRANSMISSION PLANNING .....	17
6	PROJECT LABOR AGREEMENTS .....	18

6.1	PROJECT LABOR AGREEMENTS .....	18
7	SUPPLY CHAIN STATEMENT OF GOALS .....	18
7.1	SUPPLY CHAIN STATEMENT OF GOALS .....	18
8	WORKFORCE TRAINING AND/OR DOMESTIC SUPPLY CHAIN DEVELOPMENT BIDDING CREDIT .....	19
8.1	GENERAL REQUIREMENTS AND RESTRICTIONS .....	19
9	FISHERIES COMPENSATORY MITIGATION FUND BIDDING CREDIT .....	23
9.1	GENERAL REQUIREMENTS AND RESTRICTIONS .....	23
10	SITING CONDITIONS .....	25
10.1	SURFACE STRUCTURE LAYOUT AND ORIENTATION .....	25

## 1 DEFINITIONS

1. *Archaeological Resource* has the same meaning as “archaeological resource” in the Bureau of Ocean Energy Management (BOEM) regulations provided in 30 CFR 585.113.
2. *Commercial fisheries* means commercial and processor businesses engaged in the action of catching and marketing fish and shellfish for sale from the U.S. exclusive economic zone of the GOM.
3. *Day(s)* means a calendar day(s) unless otherwise specified.
4. *For-hire recreational fisheries* means charter and head-boat fishing operations that use vessels-for-hire engaged in recreational fishing in the U.S. exclusive economic zone of the GOM that are hired for a charter fee by an individual or group of individuals (for the exclusive use of that individual or group of individuals).
5. *Geological and Geophysical Survey (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.
6. *Geotechnical Exploration*, also referred to as “Sub-bottom Sampling,” or “Geotechnical Testing,” is used to collectively refer to acquiring site specific sediment and acquiring underlying geologic data from the seafloor and the sub-bottom and includes geotechnical surveys using deep borings, vibracores, and cone penetration tests.
7. *High Resolution Geophysical Survey (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.
8. *Indian Tribe or Tribe* means any American Indian or Alaska Native Tribe, band, nation, pueblo, rancheria, village, or community that the Secretary of the Interior acknowledges to exist as an Indian Tribe pursuant to the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. § 5131.

9. *Protected Species* means a species protected under the Endangered Species Act (ESA) or the Marine Mammal Protection Act, or both.
10. *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 and interpreting marine geophysical data.
11. *Regional Lessees* refers to Lessees who own leases within the same region. At the time of lease issuance, BOEM has designated two regions offshore Gulf of Mexico, the Texas Coast Region and the Louisiana Coast Region. The Texas Coast Region includes leases Galveston I OCS-G 37335 and Galveston II OCS-G 37336. The Louisiana Coast Region includes Lease Lake Charles OCS-G 37334. The Lessor may revise the boundaries of the regions at its discretion if, for example, conditions change.<sup>1</sup>
12. *Site Assessment Activities* or “site assessment,” has the same meaning as “site assessment activities” in 30 CFR 585.113.

## 2 SITE CHARACTERIZATION

### 2.1 Survey Plan(s):

Prior to conducting each physical, biological, or cultural resources survey in support of the submission of an SAP or COP, the Lessee must submit to the Lessor a survey plan. Each distinct survey effort (e.g., mobilization) must be addressed by a survey plan, although a single survey plan may cover more than one survey effort and may cover multiple types of activities (e.g., geotechnical and geophysical surveys on lease and along cable, pipeline and appurtenances routes).

Each survey plan must include details of activities to be conducted and timelines of each survey effort necessary to support the submission of an SAP or COP (i.e., necessary to satisfy the information requirements in the applicable regulations, including but not limited to 30 CFR 585.606, 610, 611, 621, 626, 627, et al.). The Lessor will not accept survey plans that do not provide sufficient detail for review, including but not limited to specific description and illustration of the geographic areas to be surveyed, specific discussion of the survey methods and equipment to be employed, and a schedule of survey activities.

The Lessee must demonstrate compliance with each of the standard operating conditions set forth in Section 5 of Addendum “C” and include any variance requests in its initial survey plan. Each survey plan must be consistent with the Lessee's Fisheries Communication Plan (FCP) (see 3.1.2.1) and Native American Tribal Communications Plan (NATCP) (see 3.1.2.2) and include a description of the Lessee's intentions to coordinate with the U.S. Coast Guard (USCG) to prepare a Notice to Mariners for the specific survey activities described in the survey plan.

The Lessee must submit a survey plan to the Lessor at least 90 days prior to commencement of any survey activities described in the survey plan. Within 30 days from receipt, the Lessor may request the Lessee modify the survey plan to address any comments the Lessor submits to the Lessee on the contents of the survey plan. Comments must be addressed by the Lessee

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<sup>1</sup> For the purpose of the Fisheries Compensatory Mitigation Fund described in Section 9 of this Addendum “C,” the term “regional” should be construed to include compensation for negative impacts to fisheries resulting from this lease and other future offshore wind leases issued in the GOM.



in a manner deemed satisfactory by the Lessor prior to commencement of the survey activities. If the Lessor does not respond with comments within 30 days of receipt of the survey plan, the Lessee may proceed with the survey activities per the proposed schedule, provided that, in such circumstances, Lessor retains all rights to independently evaluate and weigh the methodology and results of Lessee's survey activities, including when Lessor evaluates any SAP or COP submitted by Lessee.

## **2.2 Pre-Survey Meeting(s) with the Lessor:**

If requested by the Lessor, the Lessee must hold a pre-survey meeting with the Lessor prior to the commencement of survey activities to discuss the applicable survey plan. The Lessee must ensure the presence at this meeting of any relevant subject matter experts, as requested by the Lessor.

# **3 REPORTING**

## **3.1 Progress Report:**

Unless the Lessor directs otherwise, the Lessee must submit to the Lessor a progress report every six months during 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. Within 60 days from receipt, the Lessor may request the Lessee modify the progress report to address any comments the Lessor submits to the Lessee on the contents of the document. The Lessee must address comments in a manner deemed satisfactory by the Lessor. Should the Lessee not address the comments provided by the Lessor in a timely and adequate manner, BOEM reserves the right to require specific mitigation such as, but not limited to, third party verification/mediation at the Lessee's expense, or adjustment of required reporting frequency, or BOEM may designate that the lease is not in good standing. This obligation does not expire at the end of the site assessment term and continues until approval of a COP.

### **3.1.1 Engagement:**

Lessee engagement must allow for early and active information sharing focused on discussion of potential issues and collaborative identification of solutions. The Lessee will make reasonable efforts to engage with Tribes and parties that may be potentially affected by the project activities on the OCS, which Tribes and parties to include, but are not limited to, the following:

- Coastal communities
- Commercial and recreational fishing industries
- Educational and research institutions
- Environmental and public interest non-governmental organizations
- Federal, state, and local agencies
- Federally recognized Tribes (see 5.5)
- Mariners and the maritime industry
- Ocean users
- Submarine cable operators
- Underserved communities, as defined in Section 2 of Executive Order 13985

The Progress Report must:

- Identify Tribes and parties with whom the Lessee made reasonable efforts to engage with under 3.1.1 above.
- Document, and update for subsequent reports, engagement with Tribes and parties since the previous reporting period.
- Document potential adverse effects from the Lessee’s project to the interests of Tribes and parties.
- Document how, if at all, the design or implementation of the project has been informed by or altered to address these potential effects (including by investing in, or directing benefits to, Tribes and parties).
- Include a description of any anticipated or scheduled engagement activities for the next reporting period.
- Include feedback from engagement with Tribes and parties regarding transmission and energy transportation planning, prior to proposing any cable, pipeline or appurtenances route.
- Provide information that can be made available to the public and posted on the BOEM website; and
- Include strategies to reach individuals with Limited English Proficiency who may be affected by future offshore wind development.

The intent of this requirement is to improve Lessee communication and transparency with affected Tribes, parties, and members of the public, and to encourage lessees to identify and engage with underserved communities, including environmental justice communities that may be disproportionately impacted by a project’s OCS activities, in order to avoid, minimize, and mitigate potential adverse effects by, for example, investing in these communities.

BOEM will protect privileged or confidential information that you submit, as required by the Freedom of Information Act (FOIA) and 30 CFR 585.114. Exemption 4 of FOIA applies to “trade secrets and commercial or financial information that you submit that is privileged or confidential.” 5 U.S.C. 552(b)(4). If you wish to protect the confidentiality of such information, clearly mark it “Contains Privileged or Confidential Information” and consider submitting such information as a separate attachment. BOEM will not disclose such information, except as required by FOIA. Labeling information as privileged or confidential will alert BOEM to more closely scrutinize whether it warrants withholding. Further, BOEM will not treat as confidential aggregate summaries of otherwise nonconfidential information.

The Lessee will make reasonable efforts to implement the project in a manner that minimizes, mitigates, and/or redresses the project’s adverse effects, if any, on Tribes and parties. The Lessee will engage in ways that minimize linguistic, technological, cultural, capacity, or other obstacles to Tribes and parties. To facilitate engagement under this section, the Lessee should work collaboratively with federal, state, and local governments, community leadership and organizations, and Tribes. The Lessee is strongly encouraged to work with Tribes and parties to develop specific efforts to increase their capacity to participate in the engagement activities described in this lease, for example, by creating working groups or formal agreements to monitor community impacts and implement community benefits.

### 3.1.2 Communication Plans:

The Progress Report must include a section with plan(s) on how the Lessee will communicate with fisheries, Tribes, and agencies (see 3.1.2.1, 3.1.2.2, 3.1.2.3). In addition to the plans, each progress report should provide updates on the progress of communication efforts with those and other affected stakeholder or ocean user groups during the reporting period (see 3.1.1).

#### 3.1.2.1 Fisheries Communications Plan (FCP) and Fisheries Liaison:

The Lessee must develop a draft FCP and make it publicly available within 120 days of lease execution, which deadline may be extended at the Lessor's discretion. The Lessee must update and refine the FCP from time to time, in response to feedback obtained by engagement with the Tribes and parties described in Section 3.1.1 and by BOEM consultation. The Lessee must provide the FCP to the Lessor and commercial fishing communities for review and comment and host a meeting with the Lessor and interested commercial fishing communities to discuss the FCP. The Lessee must provide the FCP and host the meeting within 120 days of the lease Effective Date. The Lessee may request that the Lessor extend the 120-day deadline, and meetings may include multiple interested commercial fishing communities. Any subsequent revisions to the FCP resulting from FCP engagement must be submitted to the Lessor with supporting documentation. The plan must include the following:

- A description of the strategies that the Lessee intends to use for communicating with commercial and recreational fisheries prior to and during activities in support of the submission of a plan (i.e., SAP or COP). This description must include mechanisms to distribute notices to federal and state fisheries license holders known to operate near the Lease Area through a local "Notice to Mariners" and outreach to, e.g., Fisheries Management Councils, newsletters, websites, Fisheries Liaison Officers and/or Fisheries Representatives, and applicable state agencies.
- The contact information for an individual retained by the Lessee as its primary point of contact with commercial and recreational fisheries (i.e., Fisheries Liaison).
- The strategy and general timing of discussions with commercial and for-hire recreational fisheries regarding the reduction of conflicts with facility designs, pursuant to the lease stipulation in subsection 3.1.1.
- A process to file a complaint with the offshore wind operator and seek the replacement of or compensation for lost gear.
- Plans to coordinate with commercial and recreational fisheries to identify peak fishing seasons and, to the extent practicable, avoid unnecessary interaction offshore between survey vessels and commercial fishers.

Additionally, the Lessee is required to (i) notify applicable ocean users two weeks in advance of any geological and geophysical survey activities and, (ii) provide an annual summary of fishing gear interactions with facilities and/or survey activities, including filed complaints, operator observed incidents, location and type of interaction, and outcomes to help BOEM better understand the frequency and extent of gear interactions.

#### 3.1.2.2 Native American Tribal Communication Plan:

The Lessee must develop a publicly available NATCP that describes the strategies that the Lessee intends to use for communicating with Tribes, and that should outline specific methods for engaging with and disseminating information to Tribes with cultural and/or historical ties to the Lease Area. The Lessee will work with BOEM to identify Tribes with cultural and/or historical ties to the Lease Areas and invite those Tribes to participate in

the development of the NATCP. The NATCP must include the contact information for an individual retained by the Lessee as its primary point of contact with Tribes (i.e., a Tribal Liaison). The NATCP should include detailed information and protocols for regular engagement with Tribes including, but not limited to, the types of engagement activities (e.g., one-on-one meetings, group meetings, open houses, open information sharing meetings, etc.); the frequency of proposed engagements/meetings (e.g., monthly, quarterly, bi-annually, annually, etc.); meeting locations and/or virtual platforms; and contact information (e.g., telephone numbers, email addresses, website addresses, etc.). The Lessee must make the NATCP available to the Lessor and the Tribes upon request. The Lessee must provide the draft NATCP to the Lessor and Tribes for review and comment and host a meeting with the Lessor and Tribes to discuss the draft NATCP, within 120 days of the lease Effective Date. The Lessee may request that the Lessor extend the 120-day deadline, and meetings may include multiple interested Tribes. The Lessor may extend this deadline at its discretion. The Lessee must invite Tribes with cultural and/or historical ties to or interest in the Lease Area to participate in the development of the NATCP. If a Tribe wishes to so participate, the Lessee should request that the Tribe designate a primary point of contact for communicating with the Lessee. If a Tribe does not respond to outreach from the Lessee, the Lessee must continue to invite the Tribe to participate in NATCP engagement opportunities until the Tribe provides a written response to the Lessee or Lessor. If a Tribe elects not to participate in the development of the NATCP, the Lessee is no longer required to include that Tribe in NATCP communications.

#### 3.1.2.3 Agency Communication Plan (ACP):

The Lessee must develop a publicly available ACP that describes the strategies that the Lessee intends to use for communicating with federal, state and local agencies with authority related to the Lease Area and should outline specific methods for engaging with and disseminating information related to permits and trust resources to these agencies. The purpose of the ACP is to ensure early and active information sharing, focused discussion of potential issues, and collaborative identification of solutions in order to improve the quality and efficiency of various agency decision-making processes and to promote the sustainable development of offshore wind energy projects. The ACP must include the contact information for an individual retained by the Lessee as its primary point of contact with agencies, (i.e., an Agency Liaison). The ACP should include detailed information and protocols for regular engagement with permitting and resource agencies including, but not limited to, the types of engagement activities (e.g., one-on-one meetings, interagency meetings, open information sharing meetings, etc.); the frequency of proposed engagements/meetings (e.g., monthly, quarterly, bi-annually, annually, etc.); meeting locations and/or virtual platforms; and contact information (e.g., telephone numbers, email addresses, etc.). The Lessee must make the ACP available to the Lessor and other agencies upon request. The Lessee must provide a draft ACP to BOEM and other permitting and resource agencies with authority related to the Lease Area for review and comment, and host a meeting with each interested agency, to discuss the ACP within 120 days of the lease Effective Date. The Lessee may request the Lessor extend the 120-day deadline and meetings may include multiple agencies. The Lessor may extend this deadline at its discretion. The Lessee must invite agencies with permitting roles and/or resource expertise to participate in the ACP. The Lessee should request that the agency designate a primary point of contact(s) for communicating with the Lessee. If an agency states in writing to the Lessee or Lessor that it does not wish to participate in the ACP, the Lessee need no longer include that agency in ACP communications and must

document this change in the ACP. If an agency does not respond to outreach from the Lessee, the Lessee must continue to invite the agency to participate in ACP engagement opportunities until the agency provides a response. Note that a decision to not participate in the ACP in no way changes the agency regulatory authority or the need to communicate with that agency. Any subsequent revisions to the ACP resulting from engagement with participating agencies must be submitted to the Lessor with supporting documentation.

### 3.1.3 Coordinated Engagement:

To the maximum extent practicable, the Lessee must coordinate engagement activities for Tribes and parties (see Section 3.1.1) with other Regional Lessees and document their activities in the Progress Report. Lessee(s) must design coordinated engagement activities to decrease the communication and consultation burden on Tribes and parties. BOEM appreciates that not all engagement can be coordinated.

### 3.1.4 Survey Plans:

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.

### 3.1.5 Confirmed Munitions of Concern (MEC)/Unexploded Ordnance (UXO) Notification:

If the Lessee discovers a confirmed MEC/UXO, the Lessee must notify BOEM, the Bureau of Safety and Environmental Enforcement (BSEE), and other relevant agency representatives specified by Lessor (e.g., the United States Coast Guard, National Oceanic and Atmospheric Administration, or United States Fish and Wildlife Services), and provide the following information within 48 hours of discovery during site assessment activities, investigation surveys, and identification surveys, and within 24 hours of discovery during seabed clearance activities, construction, and operations:

- Activity at the time of discovery (site assessment, survey activities, seabed clearance, subsea cable, pipeline, or appurtenances installation, etc.)
- Narrative description of activities that resulted in the identification of confirmed MEC/UXO
- Location (latitude, longitude, Lease Area, and block)
- Water depth (m)
- MEC/UXO type, dimensions, and weight
- MEC/UXO vertical position (description of exposure or estimated depth of burial)
- Copy of Local Notice to Mariners

## **4 NATIONAL SECURITY AND MILITARY OPERATIONS**

### **4.1 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.

## **4.2 Evacuation or Suspension of Activities**

### **4.2.1 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 consistent with Section 3(c) of this lease.

### **4.2.2 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. 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 Gulf of Mexico (GOM) Regional Director, 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.

### **4.2.3 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 such suspension has terminated and operations on the leased area can resume.

### **4.2.4 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 4.2.2 and 4.2.3.

### **4.2.5 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.

#### 4.2.6 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 4.2.1 through 4.2.5 above.

#### 4.3 **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.

#### 4.4 **Foreign Interest:**

It is a priority for the Department of Defense (DoD) and Lessor to protect national defense capabilities and military operations, including military installations, research, development, test and evaluation activities, and military readiness activities from compromise and exploitation that may occur due to an activity under foreign control occurring in the vicinity of those national defense capabilities and military operations. To further these goals, Lessee must provide the following information to the DoD contacts listed in this lease's Contact Information for Reporting Requirements (see enclosure) at least 14 days before taking any actions in the Lease Area:

- The names of entities or persons having a direct ownership interest in the facility, and changes in ownership interests.
- The names of the material vendors, entities, and persons with which the Lessee will potentially execute contracts to perform construction, supply turbines or other components, or conduct construction and operational activities at the facility.
- The names of any foreign entities and persons (as those terms are defined at 31 CFR 800.220 and 31 CFR 800.224) being allowed to access the wind turbine structures and associated data systems.

Any security concerns identified by the DoD during its review of information provided about potential foreign interests pursuant to this stipulation must be resolved before the Lessee allows access to the Lease Area to any foreign persons or representatives of foreign entities or uses wind turbines or other permanent on-site equipment manufactured by such an entity.

#### 4.5 **Notice of Assignment to the Committee on Foreign Investment in the United States (CFIUS):**

If a prospective assignee is a foreign national or foreign-controlled business entity, the assignor and the proposed assignee must jointly provide notice of the proposed transaction to CFIUS in accordance with applicable regulations (subpart D of 31 CFR part 800) and provide a copy of the notice to the DoD. Nothing in this lease prohibits or limits the DoD

from submitting objections to CFIUS about the transaction, nor limits DoD's communications with CFIUS during national security reviews and investigations, and during any mitigation, tracking, and post-consummation monitoring and enforcement, pursuant to applicable statutes and regulations. Approval of any assignment of lease interest that is subject to this stipulation may conclude only after, in addition to other applicable requirements for assignment, CFIUS provides notice that it has concluded all action under section 721 of the Defense Production Act of 1950, as amended, with respect to the assignment.

## 5 STIPULATIONS

### 5.1 General Requirements

5.1.1 Prior to the start of operations, the Lessee must hold a briefing to establish responsibilities of each involved party, define the chains of command, discuss communication procedures, provide an overview of monitoring procedures, and review operational procedures. This briefing must include all relevant personnel, crew members and Protected Species Observers (PSOs). New personnel must be briefed as they join the work in progress.

5.1.2 Best Management Practices:

Unless otherwise authorized by BOEM and BSEE, the Lessee's OCS activities must comply with the standards set forth in the November 18, 2022, letter of concurrence from USFWS (<https://www.boem.gov/renewable-energy/state-activities/boem-gomr-ren-leasing-esausfws-concurrence>) and the December 14, 2022, letter of concurrence from NMFS (<https://www.boem.gov/renewable-energy/state-activities/esanmfssero>). At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy these requirements related to protected species by complying with approved measures to safeguard protected species that are the most current at the time an activity is undertaken under this lease, including, but not limited to, new or updated versions of the 2022 USFWS or NMFS ESA concurrence letters. BOEM's Best Management Practices guidance document, developed through these and any updated consultations, is available at: <https://www.boem.gov/renewable-energy/state-activities/renewable-energy-esa-consultations-guidance>.

5.1.3 Research Site Access:

The Lessor, or its designated representative, retains the right to access, for research purposes, the site of any operation or activity conducted under this lease. The Lessor will make a good faith effort to provide prior notice of its need for access. This provision does not limit the Lessor's authority to access the lease for other purposes, including, but not limited to, inspections conducted pursuant to 30 CFR 285.822.

### 5.2 Protected Species

5.2.1 Endangered Species Act (ESA) Coordination for Biological Surveys:

The Lessee must coordinate with BOEM, BSEE, NMFS, and USFWS prior to designing, and again before conducting, biological surveys that are intended to support offshore renewable energy plans and that could affect protected species.

5.2.2 Protected Species Observer (PSO) Protocols:



Unless otherwise authorized by BOEM and BSEE, the Lessee's OCS activities must comply with the standards set forth in the November 18, 2022, letter of concurrence from USFWS (<https://www.boem.gov/renewable-energy/state-activities/boem-gomr-ren-leasing-esausfws-concurrence>) and the December 14, 2022, letter of concurrence from NMFS (<https://www.boem.gov/renewable-energy/state-activities/esanmfssero>). At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy these requirements related to protected species by complying with approved measures to safeguard protected species that are most current at the time an activity is undertaken under this lease, including, but not limited to, new or updated versions of the 2022 USFWS or NMFS ESA concurrence letters. BOEM's Best Management Practices guidance document, developed through these and any updated consultations, is available at: <https://www.boem.gov/renewable-energy/state-activities/renewable-energy-esa-consultations-guidance>.

#### 5.2.3 Vessel Strike Avoidance:

Unless otherwise authorized by BOEM and BSEE, the Lessee's OCS activities must comply with the vessel strike avoidance measures set forth in the November 18, 2022, letter of concurrence from USFWS (<https://www.boem.gov/renewable-energy/state-activities/boem-gomr-ren-leasing-esausfws-concurrence>) and the December 14, 2022, letter of concurrence from NMFS (<https://www.boem.gov/renewable-energy/state-activities/esanmfssero>). At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy these requirements related to protected species by complying with approved measures to safeguard protected species that are most current at the time an activity is undertaken under this lease, including, but not limited to, new or updated versions of the 2022 USFWS or NMFS ESA concurrence letters. BOEM's Best Management Practices guidance document, developed through these and any updated consultations, is available at: <https://www.boem.gov/renewable-energy/state-activities/renewable-energy-esa-consultations-guidance>.

#### 5.2.4 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 in support of plan submittal, the Lessee must provide to the Lessor a copy of the authorization prior to commencing these activities.

#### 5.2.5 The Lessee must ensure that all vessel operators and crew members, including PSOs, understand the requirements specified in this ADDENDUM "C." The Lessee must ensure that a copy of ADDENDUM "C" and the November 18, 2022, letter of concurrence from USFWS (<https://www.boem.gov/renewable-energy/state-activities/boem-gomr-ren-leasing-esausfws-concurrence>) and the December 14, 2022, letter of concurrence from NMFS (<https://www.boem.gov/renewable-energy/state-activities/esanmfssero>) are made available on every project-related vessel. At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy these requirements by complying with approved measures to safeguard protected species that are most current at the time an activity is undertaken under this lease, including, but not limited to, new or updated versions of the 2022 USFWS or NMFS ESA concurrence letters. BOEM's Best Management Practices guidance document, developed through these and any updated consultations, is available at:

<https://www.boem.gov/renewable-energy/state-activities/renewable-energy-esa-consultations-guidance>.

#### 5.2.6 Marine Trash and Debris Prevention:

The Lessee must ensure that all vessel operators, personnel, and contractors actively engaged in activity in support of lease activities are briefed on marine trash and debris awareness and elimination, as described in the November 18, 2022, letter of concurrence from USFWS (<https://www.boem.gov/renewable-energy/state-activities/boem-gomr-ren-leasing-esaufws-concurrence>) and the December 14, 2022, letter of concurrence from NMFS (<https://www.boem.gov/renewable-energy/state-activities/esanmfssero>). At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy these requirements related to protected species by complying with approved measures to safeguard protected species that are most current at the time an activity is undertaken under this lease, including, but not limited to, new or updated versions of the 2022 USFWS or NMFS ESA concurrence letters. BOEM's Best Management Practices guidance document, developed through these and any updated consultations, is available at: <https://www.boem.gov/renewable-energy/state-activities/renewable-energy-esa-consultations-guidance>.

#### 5.3 **Benthic Habitat:**

Unless otherwise authorized by BOEM and BSEE, the Lessee's OCS activities must comply with the standards set forth in the November 18, 2022, letter of concurrence from USFWS (<https://www.boem.gov/renewable-energy/state-activities/boem-gomr-ren-leasing-esaufws-concurrence>) and the December 14, 2022, letter of concurrence from NMFS (<https://www.boem.gov/renewable-energy/state-activities/esanmfssero>). At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy these requirements related to protected species by complying with approved measures to safeguard protected species that are most current at the time an activity is undertaken under this lease, including, but not limited to, new or updated versions of the 2022 USFWS or NMFS ESA concurrence letters. BOEM's Best Management Practices guidance document, developed through these and any updated consultations, is available at: <https://www.boem.gov/renewable-energy/state-activities/renewable-energy-esa-consultations-guidance>.

#### 5.4 **Commercial Fisheries:**

- 5.4.1 The Lessee, operator(s), subcontractor(s), and all personnel involved in operations will endeavor to minimize conflicts between the offshore wind industry and the commercial fishing industry.
- 5.4.2 The Lessee must (i) notify applicable ocean users two weeks in advance of any G&G survey activities and, (ii) provide an annual summary of filed complaint claims and outcomes to BOEM.
- 5.4.3 Prior to conducting surveys of the lease area and before submitting a COP to the Lessor, the Lessee must contact potentially affected commercial fishing stakeholders or their representatives to discuss potential conflicts between fishing operations and survey siting, timing, and methods of execution. Through this consultation, the Lessee will ensure that, to the extent practicable, survey and development activities are compatible with seasonal

fishing operations. Lessee must provide documentation of these consultation efforts to the Lessor.

- 5.4.4 All activities associated with the preparation of the COP will, to the extent practicable, minimize the infrastructure spatial footprint and be conducted to avoid the creation of obstacles and entanglement hazards to commercial fishing operations. Anchoring patterns will be designed to minimize displacement area.

## 5.5 Archaeological Survey Requirements

### 5.5.1 No Impact without Approval:

In no case may the Lessee knowingly impact a potential archaeological resource without the Lessor's prior approval.

### 5.5.2 Archaeological Survey Requirements:

The Lessee must provide to the Lessor, with its plans (i.e., SAP and/or COP), the results of the archaeological survey which includes a description of the methods it uses to conduct archaeological surveys in support of plans. Additional guidance may be found at BOEM's Guidance Portal (<https://www.boem.gov/about-boem/regulations-guidance/guidance-portal>) and on the Bureau's Gulf of Mexico NHPA Section 106 consultations page: <https://www.boem.gov/renewable-energy/state-activities/renewable-energy-nhpa-section-106-consultations>

### 5.5.3 Qualified Marine Archaeologist:

The Lessee must ensure that the analysis of archaeological survey data collected in support of plan (i.e., SAP and/or COP) submittal and the preparation of archaeological reports in support of plan submittal are conducted by a Qualified Marine Archaeologist.

### 5.5.4 Tribal Pre-Survey Meeting:

The Lessee must coordinate a Tribal pre-survey meeting by sending a letter through certified mail to Tribes that have cultural and/or historical ties to the Lease Area and by sending subsequent emails or making phone calls, as necessary. The Lessee must send notification of the Tribal pre-survey meeting at least 15 days prior to the date of the proposed Tribal pre-survey meeting. If a Tribe does not respond to the Lessee, the Lessee must continue to invite the Tribe to participate in any future pre-survey meetings until the Tribe provides a written response to the Lessee or Lessor. If a Tribe does not wish to participate in the meeting, the Lessee is no longer required to include them in the meeting.

The purpose of this meeting is for the Lessee and the Lessee's 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 days prior to commencement of survey activities performed in support of plan submittal 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

Addendum "C," Section 2.1). The Lessee must provide the Lessor with documentation of compliance with this stipulation prior to commencement of surveys.

5.5.5 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 subsection 5.5.1, the geotechnical exploration activities must avoid potential archaeological resources by a minimum of 50 meters (164 feet), 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.

5.5.6 Monitoring and Avoidance:

The Lessee must inform the Qualified Marine Archaeologist that they may elect to 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). If the Qualified Marine Archaeologist indicates that they wish to be present, the Lessee must reasonably 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.

5.5.7 Post-Review Discovery Clauses:

If the Lessee, while conducting geotechnical exploration or any other bottom-disturbing activities in support of plan (i.e., SAP and COP) submittal and after review of the location by a Qualified Marine Archaeologist under subsection 5.5.5 discovers an unanticipated 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) or evidence of a pre-contact archaeological site (e.g., stone tools, pottery or other pre-contact artifacts) within the project area, the Lessee must:

- 5.5.7.1 Immediately halt seafloor/bottom-disturbing activities within 305 meters (1,000 feet) of the area of discovery;
- 5.5.7.2 Notify the Lessor within 24 hours of discovery;
- 5.5.7.3 Notify the Lessor in writing via report to the Lessor within 72 hours of discovery;
- 5.5.7.4 Keep the location of the discovery confidential and take no action that may adversely impact the archaeological resource until the Lessor has made an evaluation and instructs the applicant on how to proceed; and

- 5.5.7.5 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, conduct 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 585.702(b)). If investigations indicate that the resource is potentially eligible for listing in the National Register of Historic Places, the Lessor will inform 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, then, 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 585.702(c-d)).

## **5.6 Avian and Bat Survey and Reporting Requirements**

### **5.6.1 Lighting:**

Any lights used to aid marine navigation by the Lessee during construction, operations, and decommissioning of a meteorological buoy must meet USCG requirements for private aids to navigation ([https://www.navcen.uscg.gov/pdf/AIS/CG\\_2554\\_Paton.pdf](https://www.navcen.uscg.gov/pdf/AIS/CG_2554_Paton.pdf)) and BOEM's Guidelines for Lighting and Marking of Structures Supporting Renewable Energy Development (<https://www.boem.gov/2021-lighting-and-marking-guidelines>). The Lessee may use non-navigational lighting only when necessary, and such lighting must, when possible, be hooded downward and directed, to reduce upward illumination and illumination of adjacent waters.

### **5.6.2 Motus Wildlife Tracking System:**

To help address information gaps on offshore movements of birds and bats, including ESA-listed species, the Lessee must install Motus stations on meteorological or environmental data buoys, in coordination with USFWS's Offshore Motus network before deployment on the OCS.

### **5.6.3 Bird Deterrents:**

To minimize the attraction of birds, the Lessee must install bird deterrent devices (e.g., anti-perching), where appropriate on met buoys before deployment on the OCS.

### **5.6.4 Annual Avian and Bat Reporting:**

The Lessee must provide an annual report to the Lessor and USFWS using the contact information provided as an Enclosure to this lease, or updated contact information as provided by the Lessor. This report must document any dead or injured birds or bats found during activities conducted in support of plan submittal. The first report must be submitted within 6 months of the start of the first survey conducted in support of plan submittal, and subsequent reports must be submitted annually thereafter until all surveys in support of plan submittal have concluded and all such birds and bats have been reported. If surveys are not conducted in a given year, the annual report may consist of a statement to that effect. The Lessee also must provide an annual report to BOEM and USFWS documenting any dead (or injured) birds or bats found on vessels and structures during construction, operations, and decommissioning. The report must contain the following information: the name of species, date found, location, a picture to confirm species identity (if possible), and any other relevant information. Carcasses with federal or research bands must be reported

to the United States Geological Survey Bird Band Laboratory, available at <https://www.usgs.gov/labs/bird-banding-laboratory>.

#### 5.6.5 Survey Results and Data:

The Lessee must provide the results of avian surveys and data to BOEM and USFWS when the Lessee submits its plans for approval (i.e., SAP and COP).

### **5.7 Manatee Conservation, Avoidance and Minimization Measures and Reporting**

- 5.7.1 The Lessee must comply with the USFWS's Standard Conditions for Vessel Operations and Asset Deployment in Manatee Habitat During Emergency Response Activities.
- 5.7.2 The Lessee must report to BOEM and USFWS using the contact information provided as an Enclosure to this lease, or updated contact information as provided by the Lessor. The reports must document each time a dead (or injured) manatee is observed from vessels or structures during site assessment and site characterization activities as well as during construction, operations, and decommissioning as soon as practicable, but no later than 24 hours from the time the incident took place. The reports must contain the following information: date found, location, a picture to confirm identity (if possible), and any other relevant information.

### **5.8 Additional Protected Species Mitigations:**

Unless otherwise authorized by BOEM and BSEE, the Lessee's OCS activities must comply with the standards set forth in the November 18, 2022, letter of concurrence from USFWS (<https://www.boem.gov/renewable-energy/state-activities/boem-gomr-ren-leasing-esausfws-concurrence>) and the December 14, 2022, letter of concurrence from NMFS (<https://www.boem.gov/renewable-energy/state-activities/esanmfssero>). At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy these requirements related to protected species by complying with approved measures to safeguard protected species that are most current at the time an activity is undertaken under this lease, including, but not limited to, new or updated versions of the 2022 USFWS or NMFS ESA concurrence letters. BOEM's Best Management Practices guidance document, developed through these and any updated consultations, is available at: <https://www.boem.gov/renewable-energy/state-activities/renewable-energy-esa-consultations-guidance>.

### **5.9 Transmission and Transportation Planning:**

The Lessee must - to the extent that it is technically and economically practical or feasible - consider the use of transmission and transportation corridors, regional systems, meshed systems, or other mechanisms for transmission and transportation facilities proposed in a COP. Such consideration must be done in accordance with stipulation 3.1.1, which requires the Lessee to engage with Tribes and parties regarding transmission and transportation planning prior to proposing any cable, pipeline, or appurtenances route. The foregoing does not prevent the Lessee from proposing the use of transmission and transportation systems traditionally constructed in a Project easement in any COP that the Lessee submits; nor does it prevent BOEM from requiring in a COP approval the use of cable, pipeline or appurtenances corridors, regional transmission systems, meshed systems, or other mechanisms for transmission or transportation facilities, if deemed technically and economically practical or feasible by BOEM.

## 6 PROJECT LABOR AGREEMENTS

### 6.1 Project Labor Agreements:

The Lessee must make every reasonable effort to enter a Project Labor Agreement(s) (PLA) that covers the construction stage of any project proposed for the Lease Area. The PLA provisions for the construction of an offshore wind project would apply to all contractors.

## 7 SUPPLY CHAIN STATEMENT OF GOALS

### 7.1 Supply Chain Statement of Goals

The Lessee must submit to the Lessor a Statement of Goals in which the Lessee describes any plans, including engagement with domestic suppliers, by the Lessee for contributing to the creation of a robust and resilient US-based offshore wind supply chain. The Statement of Goals must include the Lessee's plans for investments in supply chain improvements, if any, to support the offshore wind industry, including investments in the following:

- Installation, downpipe, survey and other vessels
- Port infrastructure related to offshore wind project component manufacturing and wind turbine assembly
- Grid upgrades
- Research and development
- Manufacturing of components and facilities, including assistance in converting onshore wind turbine manufacturing facilities to offshore wind turbine manufacturing facilities
- Supply chain architecture, such as fabrication and assembly halls, port storage, laydown areas
- Lift cranes supporting offshore wind component manufacturing and assembly quayside
- Dry docks and navigation channels
- Onshore and offshore docking and refueling stations for autonomous vehicles
- Workforce diversity, training, and development, including within underserved communities and with Tribes
- Ensuring equal access to contracting opportunities, including to disadvantaged businesses<sup>2</sup> and wholly owned Tribal businesses

If a COP is approved, the Lessee must annually provide updates to the Lessor on the Lessee's progress in meeting these goals. This information may be provided as part of the certification of compliance statement submitted pursuant to 30 CFR 285.633(a).

The Lessee must submit a final report evaluating the Lessee's success in meeting these goals no later than the first Fabrication and Installation Report (FIR) submission. The Lessee must

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<sup>2</sup> A disadvantaged business entity is one at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals, as defined by the Small Business Administration (<https://www.sba.gov/federal-contracting/contracting-assistance-programs/small-disadvantaged-business>).

submit two versions of the Statement of Goals, updates, and final report, one of which does not contain confidential information, so that BOEM can make them publicly available.

## **8 WORKFORCE TRAINING AND/OR DOMESTIC SUPPLY CHAIN DEVELOPMENT BIDDING CREDIT**

### **8.1 General Requirements and Restrictions:**

The Lessee has committed \$X,XXX,XXX for the benefit of workforce training and/or domestic supply chain development as part of its high bid (hereinafter, the “Contribution”).<sup>3</sup> The Contribution must support workforce training programs for the U.S. offshore wind industry, development of a U.S. domestic supply chain for the offshore wind industry, or both. The Contribution for workforce training and/or domestic supply chain development can be made in support of existing programs, or for the establishment of new programs or incentives associated with the planning, design, construction, operation, maintenance, or decommissioning of U.S. offshore wind energy projects, or the manufacturing or assembling of their components. The Contribution must be made by the Lessee, its parent company, or an Affiliated Entity.<sup>4</sup> The Lessee must meet this commitment in accordance with the Conceptual Strategy submitted pursuant to the Bidder’s Financial Form (BFF).

Contributions must be made to one or more of the following: (i) private, public, or municipal corporations, companies, associations, or partnerships; counties, parishes, cities, or towns or other legal entities organized under the laws of any State of the United States, the District of Columbia, or the law of any Tribe or federal law applying to Tribes, or the law of any territory or insular possession subject to U.S. jurisdiction; (ii) an executive Agency of the United States as defined in section 105 of Title 5 of the U.S. Code with authority to accept the Contribution for the purposes for which the bidding credit is authorized; or (iii) a State of the United States or a political subdivision thereof or a Tribe. Contributions cannot be made to the parent or affiliated entities of the Lessee or for purposes of directly or indirectly satisfying a purchase or work order of the Lessee.

Any benefits provided should not duplicate benefits or mitigation measures imposed on the Lessee through, or pursuant to, statutes other than OCSLA.

The Lessee, its parent company, or its affiliated entities are not permitted to retain an ownership/equity interest in the entity receiving the Contribution, receive a discount on the market price for goods and services provided by the recipient, or receive other preferential treatment resulting from the Contribution, but may purchase offshore wind goods and services from the recipient at market rates. The Contribution must be made before the Lessee submits the first Facility Design Report (FDR) or the tenth Lease Anniversary, whichever is sooner. Contributions cannot be used to satisfy private cost shares for any federal tax or other incentive programs where cost sharing is a requirement. No portion of the Contribution may be used to meet the requirements of any other bidding credits for which the Lessee qualifies.

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<sup>3</sup> As used herein, “Contribution” includes: (i) the direct transfer or payment of monetary funds and (ii) establishment of non-refundable monetary commitments or guarantees (including, but not limited to, revolving funds, trusts and loan guarantees).

<sup>4</sup> See definition of “Affiliated Entities” in the Final Sale Notice. For purposes of this lease and the BFF, the term “affiliated entities” is not limited to persons that participated in the GOMW-1 auction.



### 8.1.1 Workforce Training Credit – Requirement and Restrictions:

The Contribution for workforce training must result in a better trained and/or larger offshore wind workforce in the United States that would provide for more efficient operations via an increase in the supply of fully trained personnel. Workforce training contributions must support the development of skills for the general workforce (i.e., not only the Lessee's workers) used in the planning, design, construction, operation, maintenance, or decommissioning of offshore wind energy projects.

Training of existing Lessee employees, Lessee contractors, or employees of affiliated entities will not qualify for this Contribution. All offshore wind lessees must have the opportunity to hire individuals trained in programs that benefited from the Contribution. Trainees cannot be contractually required to enter into employment agreements with either the Lessee making the Contribution or the entity providing the training.

- The workforce training must be provided in the United States and to citizens of the United States, nationals of the United States, or aliens lawfully admitted for permanent residence in the United States as defined in 8 U.S.C. 1101(a)(20).

Contributions to workforce training must be one or more of the following:

- Contributions toward union apprenticeships, labor management training partnerships, stipends for workforce training, or other technical training programs or institutions focused on providing skills necessary for the planning, design, construction, operation, maintenance, or decommissioning of offshore wind energy projects on the United States OCS.
- Contributions toward maritime training necessary for the crewing of vessels to be used for the construction, servicing, and/or decommissioning of wind energy projects on the United States OCS.
- Contributions toward training workers in skills or techniques necessary to manufacture or assemble offshore wind components, subcomponents or subassemblies. Examples of these skills and techniques include those in the areas of welding; wind energy technology; hydraulic maintenance; braking systems; mechanical systems, including blade inspection and maintenance; or computers and programmable logic control systems.<sup>5</sup>
- Contributions toward Tribal offshore wind workforce development programs or training for employees of wholly owned Tribal corporations in skills necessary in the offshore wind industry.
- Contributions toward training in any other job skills that the Lessee can demonstrate are necessary for the planning, design, construction, operation, maintenance, or decommissioning of offshore wind energy projects in the United States.

Contributions to workforce training should not include K-12 education programming or other public education efforts or University scholarships or research even if related to offshore wind. BOEM has determined that these will not meet the requirements as outlined above.

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<sup>5</sup> <https://www.bls.gov/ooh/installation-maintenance-and-repair/wind-turbine-technicians.htm#tab-4>

### 8.1.2 Domestic Supply Chain Credit – Requirement and Restrictions:

The Contribution must result in (i) overall benefits to the U.S. offshore wind supply chain available for all potential purchasers of offshore wind services, components, or subassemblies, not solely the Lessee's project; (ii) either the demonstrable development of new domestic capacity (including vessels) or the demonstrable buildout of existing capacity; or (iii) a more robust domestic supply chain by reducing the upfront capital or certification cost for manufacturing offshore wind components, including by the building of facilities, the purchasing of capital equipment, and the certifying of existing manufacturing facilities. Supply chain development Contributions can be made to programs supporting the development of the supply chain or can be direct Contributions or incentives for manufacturing or other services supporting the offshore wind industry.

Contributions to domestic supply chain development must be one or more of the following:

- Development of a domestic supply chain for the offshore wind industry, including manufacturing of components and sub-assemblies and the expansion of related services.
- Domestic Tier-2<sup>6</sup> and Tier-3<sup>7</sup> offshore wind component suppliers and domestic Tier-1<sup>8</sup> supply chain efforts, including quay-side fabrication.
- Technical assistance grants to help U.S. manufacturers re-tool or certify (e.g., ISO-9001) for offshore wind manufacturing.
- Development of Jones Act-compliant vessels for the construction, servicing, and/or decommissioning of wind energy projects in the United States.
- Contributions toward the purchase and installation of lift cranes or other equipment capable of lifting or moving foundations, towers, and nacelles quayside or lift cranes on vessels with these capabilities.
- Port infrastructure related to offshore wind component manufacturing and preparation of quayside manufacturing and assembly areas for the construction and deployment of foundations or other components of offshore wind turbines.
- Establishing a new or existing bonding support reserve or revolving fund available to all businesses providing goods and services to offshore wind energy companies, including disadvantaged businesses,<sup>9</sup> and/or wholly owned Tribal corporations.
- Other Contributions to supply chain development efforts that the Lessee can demonstrate further the manufacturing of offshore wind components or the provision of offshore wind services in the United States.

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<sup>6</sup> Tier 2: Subassemblies are the systems that have a specific function for a Tier 1 component. They may include subassemblies of a number of smaller parts, such as a pitch system for blades. Tier 2 manufacturers contract with Tier 1 suppliers as a subcontractor or vendor.

<sup>7</sup> Tier 3: Subcomponents are commonly available items that are combined into Tier 2 subassemblies, such as motors, bolts, and gears. Tier 3 manufacturers are typically vendors that provide components to Tier 2 suppliers.

<sup>8</sup> Tier-1 components include the primary offshore wind components such as the blades, nacelles, towers, foundations, and cables that are purchased by an offshore wind project developer. Tier 1 suppliers are primary suppliers that contract directly with the project developer. Contributions for Tier-1 supply chain development can include infrastructure necessary for quay-side manufacturing, fabrication, or assembly.

<sup>9</sup> A disadvantaged business entity would be one at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals as defined by the Small Business Administration ().

Contributions to domestic supply chain development should not include studies to evaluate suitable offshore wind manufacturing/assembly sites or recipients for bidding credit contributions or carbon reduction or other greening efforts for manufacturing processes or ports. BOEM does not find that these efforts meet the requirements of the lease as outlined above.

### 8.1.3 Documentation:

The Contribution must be verifiable by BOEM. The documentation provided by the Lessee must contain and elaborate on the information specified in the conceptual strategy submitted with the BFF and must allow BOEM to objectively verify (i) the amount of the Contribution and the beneficiary(ies) of the Contribution; and (ii) compliance with the bidding credit criteria provided in subsections 8.1, 8.1.1, and 8.1.2 of this section. The Lessee must provide written documentation to BOEM demonstrating payment of the full Contribution to initiatives or programs supporting workforce training and/or domestic supply chain development, as provided in subsections 8.1.1 and 8.1.2 of this section. The documentation, verifying fulfillment of the entirety of the Contribution, must be submitted to BOEM before the Lessee submits the lease's first FDR or the tenth Lease Anniversary, whichever is sooner.

The documentation must also describe how the funded initiative or program has advanced, or is expected to advance, U.S. offshore wind workforce training and/or supply chain development. The documentation must provide qualitative and/or quantitative information that includes the estimated number of trainees and/or jobs supported, or the estimated leveraged supply chain investment resulting or expected to result from the Contribution. If the Lessee's implementation strategy has changed from that in the conceptual strategy due to market needs or other factors, the Lessee must explain the changed approach.

At a minimum, the documentation must include:

- all written agreements between the Lessee and beneficiary(ies) of the Contribution that must detail the amount of the Contribution(s) and how it will be used by the beneficiaries of the Contribution to satisfy the goals of the bidding credit for which the Contribution was made;
- all receipts documenting the amount, date, financial institution, and the account and owner of account to which the Contribution was made; and
- sworn statements by the entity that made the Contribution and the beneficiary(ies) of the Contribution, attesting that all information provided in the above documentation is true and accurate.

### 8.1.4 Enforcement:

BOEM reserves the right to determine that the bidding credit has not been satisfied if changes to the Lessee's conceptual strategy or its implementation, occurring after the auction, do not meet the criteria for the bidding credit described herein. The requirements and restrictions applicable to the bidding credit commitment described in subsections 8.1, 8.1.1, and 8.1.2 of this section bind the Lessee and any future assignee(s) of the Lease as per 30 C.F.R. 585.410. Should BOEM determine the lessee has not complied with all applicable requirements before the Lessee submits the Lease's first FDR, BOEM will notify the lessee in writing of its noncompliance and allow the lessee 30 calendar days to remedy the

deficiency, or additional time if approved by BOEM for good cause shown. During this time, the Lessee may request a meeting with BOEM to clarify any potential mitigating circumstances or provide additional information. BOEM will convene a Fulfillment Panel that will make a final determination of compliance or noncompliance within 30 calendar days from the meeting or the latest date of receipt of additional information, whichever is later. If BOEM's Fulfillment Panel makes a final determination that a Lessee or assignee has failed to satisfy the commitment, or if a Lessee or assignee relinquishes or otherwise fails to develop the lease by the tenth Lease Anniversary, the amount corresponding to the bidding credit awarded will be immediately due and payable to the Office of Natural Resources Revenue (ONRR) with interest from the Lease Effective Date. The interest rate is the underpayment interest rate identified by ONRR. The Lessee will not be required to pay said amount if the Lessee satisfied its bidding credit requirements but relinquished or failed to develop the lease by the tenth Lease Anniversary. BOEM may, at its sole discretion, extend the documentation deadline beyond the first FDR submission or the 10-year timeframe.

## **9 FISHERIES COMPENSATORY MITIGATION FUND BIDDING CREDIT**

### **9.1 General Requirements and Restrictions:**

The Lessee has committed to contribute \$X,XXX,XXX into a Fisheries Compensatory Mitigation Fund (hereinafter, the "Fund") as part of its high bid (hereinafter, the "Contribution"). The Contribution must provide compensation for commercial fisheries and for-hire recreational fisheries for potential adverse impacts to commercial and for-hire recreational fisheries in the GOM resulting from project development under this lease.<sup>10</sup> The Lessee must meet this commitment in accordance with the Conceptual Strategy submitted pursuant to the BFF. The Contribution must cover impacts resulting from each stage of development (i.e., the preconstruction, construction, operations, and decommissioning) of an offshore wind project developed on OCS wind energy leases and easements in the GOM, and must include compensation for gear loss or damage, and loss of fishing income, associated with fishing in a wind energy project area. The Fund must be established, and the Contribution made, before the Lessee submits the lease's first FDR or the fifth Lease Anniversary, whichever is sooner. The Fund, if regional in scope, must accommodate contributions from future GOM wind energy lease auctions and be actuarially sound as a reflection of the multi-decade life of offshore wind projects in the GOM.

The Fund must be independently managed by a third party and must include trustees or board members from fishing stakeholder groups. The Fund must include fiduciary governance and strong internal controls, and must minimize administrative expenses. The Fund governance must include a process for evaluating the actuarial status of funds every five years, and for publicly reporting information on Fund disbursements and administrative costs at least annually. The Contribution may be used for Fund startup costs, but the Fund should minimize costs by leveraging existing processes, procedures and information, including BOEM

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<sup>10</sup> The term "commercial fisheries" refers to commercial and processor businesses engaged in the act of catching and marketing fish and shellfish for sale from the GOM. The term "for-hire recreational fisheries" refers to charter and headboat fishing operations involving vessels-for-hire engaged in recreational fishing in the GOM that are hired for a charter fee by an individual or group of individuals (for the exclusive use of that individual or group of individuals).

Fisheries Mitigation Guidance, the Eleven Atlantic States' Fisheries Mitigation Project, or other sources.

The Fund's first priority will be to compensate fishers for gear loss or damage and income loss claims incurred as a result of project development under this lease in the GOM, including impacts from surveys conducted before the establishment of the Fund. Funds that have been determined to be excess based on an actuarial accounting may for example only be used to:

- Promote participation of fishers and fishing communities in the offshore wind project development process or other programs that better enable fishing and offshore wind industries to coexist.
- Offset the cost of gear and navigational aid upgrades and other transitions for operating within a wind farm

Lessees are encouraged to coordinate with other lessees to establish or contribute to a regional fund mitigating impacts from multiple offshore wind leases in the GOM.

#### 9.1.1 Documentation:

The Contribution must be verifiable by BOEM. The Lessee must submit to BOEM written documentation containing the information called for in the conceptual strategy submitted at the time of the bid deposit and must allow BOEM to objectively verify (i) the amount of the Contribution to the Fund; and (ii) compliance with the bidding credit criteria provided in subsection 9.1 of this section. The Lessee must provide written documentation to BOEM demonstrating payment of the full Contribution to a Fund, as described above. The documentation must be submitted to BOEM before the Lessee submits the lease's first FDR or the fifth Lease Anniversary, whichever is sooner. At a minimum, the documentation must include: At a minimum, the documentation must include:

- the procedures established to compensate for gear loss or damage resulting from all phases of the project development on the Lease (pre-construction, construction, operation, and decommissioning);
- the procedures established to compensate for income loss resulting from all phases of the project development on the Lease (pre-construction, construction, operation, and decommissioning);
- the Fund charter, including the governance structure, audit and public reporting procedures, internal controls, and standards for paying compensatory mitigation for impacts to fishers from all stages of project development on wind energy Lease Areas in the GOM;
- all receipts documenting the amount, date, financial institution, and the account and owner of the account to which the Contribution was made, including any qualifying payments made in advance of the Fund being established; and
- sworn statements by the entity that made the Contribution and the independent Fund custodian attesting:
  - the amount and date(s) of the Contribution;
  - that the Contribution is being (or will be) used in accordance with the bidding credit requirements in the lease; and
  - that all information provided is true and accurate.

The documentation must also contain any information specified in the Conceptual Strategy that was submitted with the BFF. If the Lessee's Conceptual Strategy has changed due to market needs or other factors, the Lessee must explain this change.

#### 9.1.2 Enforcement:

BOEM reserves the right to determine that the bidding credit commitment has not been satisfied because changes to the Lessee's Conceptual Strategy, or its implementation, occurring after the auction, do not meet the criteria for the bidding credit described herein. The requirements and restrictions applicable to the bidding credit commitment described in subsection 9.1 bind the Lessee and any future assignee(s) of the lease as per 30 C.F.R. 585.410. Should BOEM determine the lessee has not complied with all applicable requirements before the Lessee submits the Lease's first FDR or the fifth Lease Anniversary, BOEM will notify the lessee in writing of its noncompliance and allow the lessee 30 calendar days to remedy the deficiency, or additional time if approved by BOEM for good cause shown. During this time, the lessee may request a meeting with BOEM's Fulfillment Panel to clarify any potential mitigating circumstances or provide additional information. BOEM will convene a Fulfillment Panel that will make a final determination of compliance or noncompliance within 30 calendar days from the meeting or the latest date of receipt of additional information, whichever is later. If BOEM's Fulfillment Panel makes a final determination that a Lessee or assignee has failed to satisfy the bidding credit requirements, or if a Lessee or assignee relinquishes or otherwise fails to develop the Lease by the fifth Lease Anniversary, the amount corresponding to the bidding credit awarded will be immediately due and payable to ONRR with interest from the Lease Effective Date. The interest rate will be the underpayment interest rate identified by ONRR. The lessee will not be required to pay said amount if the lessee satisfied its bidding credit requirements but relinquished or failed to develop the lease by the fifth Lease Anniversary. BOEM may, at its sole discretion, extend the documentation deadline beyond the first FDR submission or the 5-year timeframe.

## **10 SITING CONDITIONS**

### **10.1 Surface Structure Layout and Orientation:**

If the Lessee's Lease Area abuts a neighboring BOEM Lease Area, the Lessee must endeavor, in its proposed COP, to design a structure layout containing two common lines of orientation across the adjacent leases (as described in Navigation and Vessel Inspection Circular 01-19). If the Lessee and the neighboring BOEM lessee do not reach agreement on such a structure layout, the Lessee must incorporate a 1 nautical mile setback from the boundary of the neighboring lease, within which setback the Lessee may not construct any surface structures. Rent will be collected on all areas assigned to the Lessee, as outlined in Addendum A, regardless of potential restrictions.

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

**ADDENDUM "D"**

PROJECT EASEMENT

Lease Number OCS-G 37963

This addendum includes a description of the Project Easement(s), if any, associated with this lease and the financial terms associated with it. BOEM will update this addendum as necessary.

I. Rent

The Lessee must begin submitting rent payments for any project easement associated with this lease commencing on the date that BOEM approves the Construction and Operations Plan (COP) or modification of the COP describing the project easement. Annual rent for a project easement is \$5.00 per acre per year or, a minimum of \$450.00 per year in accordance with 30 CFR § 585.507(a).

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

Lease Number OCS-G 37963

**CONTACT INFORMATION FOR REPORTING REQUIREMENTS**

The following contact information must be used for the reporting and coordination requirements specified in ADDENDUM "C," Section 3:

ATTN: Executive Director  
Military Aviation and Installation Assurance Siting Clearinghouse  
Office of the Assistant Secretary of Defense (Sustainment)  
3400 Defense Pentagon, Room 5C646  
Washington, DC 20301 - 3400

All other reporting requirements in ADDENDUM "C," subsection 5.6:

Bureau of Ocean Energy Management  
Social Sciences Unit  
Phone: 504-731-1531  
Email: [renewableenergygomr@boem.gov](mailto:renewableenergygomr@boem.gov)

**ENCLOSURE**