

**AGREEMENT  
REGARDING THE ESTABLISHMENT AND FUNDING OF THE  
MASSACHUSETTS FISHERIES DIRECT COMPENSATION PROGRAM,  
COASTAL COMMUNITY FUND  
AND  
NAVIGATIONAL ENHANCEMENT AND TRAINING PROGRAM**

This Agreement Regarding the Establishment and Funding of the Massachusetts Fisheries Direct Compensation Program, Coastal Community Fund, and Navigational Enhancement and Training Program (the “**Agreement**”), dated as of July 14, 2021, is made between South Fork Wind, LLC (“**SFW**”) and the Massachusetts Executive Office of Energy and Environmental Affairs (“**EEA**”) (together, the “**Parties**”).

**Recitals**

WHEREAS, SFW holds a federal Commercial Lease of Submerged Lands for Renewable Energy Development with the U.S. Bureau of Ocean Energy Management (“**BOEM**”), OCS-A-0517 (the “**Lease**”), located in federal waters approximately 19 miles southeast of Block Island, Rhode Island, and 35 miles east of Montauk Point, New York;

WHEREAS, the Lease grants SFW the exclusive right to submit to BOEM a Construction and Operations Plan (“**COP**”) for a wind energy project and to conduct the activities described in the COP if approved by BOEM and other Federal agencies having jurisdiction over such project and/or activities;

WHEREAS, on June 29, 2018, SFW submitted a COP to BOEM proposing to construct up to fifteen (15) wind turbine generators with a nameplate capacity of 6 to 12 MW per turbine, submarine cables between the wind turbine generators, an offshore substation, and an alternating current electric cable (“**Export Cable**”) that will interconnect to the existing mainland electric grid in East Hampton, New York (collectively, the “**Project**”);

WHEREAS, the Coastal Zone Management Act, 16 U.S.C. § 1451 *et seq.*, as amended, requires that an applicant for a federal license or permit activity in or outside the coastal zone or an outer continental shelf plan affecting any land or water use or natural resource of a state coastal zone certify that the proposed activities comply with the enforceable policies of the state’s approved program and that such activities will be conducted in a manner consistent with the program;

WHEREAS, for projects located outside a state’s coastal zone, the state may formally request review from the Office for Coastal Management of the National Oceanic and Atmospheric Administration;

WHEREAS, in the absence of a formal request for review, SFW voluntarily agreed to federal consistency review of the Project by the Massachusetts Office of Coastal Zone Management (“**CZM**”) and filed a consistency certification for the Project on November 19, 2018, certifying that the proposed activities comply with the enforceable policies of the Massachusetts Coastal Program Policies (the “**Coastal Policies**”) and will be conducted in a manner consistent with the enforceable policies of the Coastal Policies;

WHEREAS, the Coastal Policies seek to avoid, minimize, and mitigate impacts to coastal resources and uses of the Commonwealth including areas of high concentrations of existing water-dependent uses, which include commercial and charter/for hire fishing, to the extent practicable;

WHEREAS, portions of the Project area are fished by Massachusetts commercial and charter/for hire fishermen;

WHEREAS, SFW acknowledges the importance of open and regular communication with members of the Massachusetts commercial and for-hire/charter fishing industries, as shown for example with its port hours

and fisheries representatives and fisheries liaisons, in order to hear and understand questions or concerns with the purpose of supporting the sustainable development of SFW and the overall future coexistence of these two industries;

WHEREAS, SFW has modified its Project to avoid and minimize impacts to Massachusetts fishermen, including by adopting uniform 1 nautical mile by 1 nautical mile spacing between wind turbine foundations, reducing the number of wind turbine foundations to no more than twelve (12), adopting a fisheries monitoring plan focused on commercial and recreationally important species in the Project area, micro-siting wind turbine foundations to minimize impacts to sensitive benthic habitats, adopting noise reduction systems during pile driving of wind turbine foundations to reduce impacts to fish populations, developing a gear loss claims process to compensate fishermen for lost or damaged gear and associated business interruptions costs, adjusting the Export Cable route to avoid areas of concern to fishermen, and incorporating automatic identification systems, enhanced cellular, and very-high frequency coverage into the wind turbine generators to enhance safe navigation;

WHEREAS, on May 27, 2021 and subsequently as amended, SFW submitted to CZM a mitigation proposal for potential adverse impacts to Massachusetts commercial and charter/for hire fisheries from the Project based on a report by the Woods Hole Oceanographic Institution on the economic impact of the Project on Massachusetts fisheries (draft submitted March 3, 2021 and as amended June 10, 2021), a Massachusetts Fisheries Direct Compensation Program Proposed Term Sheet and a Coastal Community Fund Proposed Term Sheet. The Parties acknowledge that SFW provided CZM a draft Fisheries Direct Compensation Program Term Sheet and a draft Coastal Community Fund Proposed Term Sheet on March 11, 2021 and a description of Project modifications on March 17, 2021;

WHEREAS, from approximately March through July 2021, SFW engaged in negotiations with CZM resulting in certain amendments to the proposed term sheets, as reflected in the final term sheets, attached hereto as Exhibit A-1 (Exhibit A-1 referred to as the “**Direct Compensation Program Term Sheet**”), and Exhibit B-1 (Exhibit B-1 referred to as the “**Coastal Community Fund Term Sheet**”);

WHEREAS, these negotiations included the solicitation and receipt of feedback from the Massachusetts Fisheries Working Group on Offshore Wind Energy;

WHEREAS, SFW offered a final compensatory mitigation to CZM of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000) to cover any and all potential adverse impacts resulting from the Project so as to satisfy any and all applicable enforceable policies of the Coastal Policies. This final compensatory mitigation is for only Massachusetts fishermen;

WHEREAS, the Parties recognize and acknowledge that each proposed project that comes before CZM stands alone and must be evaluated on its own merits, and that this compensatory mitigation does not provide a precedent for future offshore wind projects;

WHEREAS, although the Office for Coastal Management of the National Oceanic and Atmospheric Administration has stated that compensation cannot be required as a means of complying with Coastal Policies and achieving federal consistency concurrence, the Parties may agree to compensation, and SFW agrees to establish a two-part mitigation program to compensate Massachusetts fishermen for reasonably foreseeable adverse impacts not fully mitigated by the Project modifications within the Project area as outlined in the Direct Compensation Program Term Sheet and Coastal Community Fund Term Sheet;

WHEREAS, pursuant to the compensation program, SFW will establish the Construction and Operation Mitigation Fund and the Decommissioning Fund in accordance with the Direct Compensation Program Term Sheet (the Construction Operation Mitigation Fund and the Decommissioning Fund (as defined in Paragraph 4 below) shall be referred to together as the “**Direct Compensation Program**”);

WHEREAS, pursuant to the compensation program, SFW will establish a Coastal Community Fund (the “**Coastal Community Fund**”) in accordance with the Coastal Community Fund Term Sheet;

WHEREAS, pursuant to the compensation program, SFW will establish the Massachusetts Navigational Enhancement and Training Program (the “**Navigational Enhancement and Training Program**”) in accordance with the Navigational Enhancement and Training Term Sheet attached hereto as Exhibit C-1 (Exhibit C-1 referred to as the “**Navigational Enhancement and Training Program Term Sheet**”); and

WHEREAS, CZM will reference the terms of this Agreement in its federal consistency concurrence letter;

NOW THEREFORE, the Parties agree as follows:

### **SFW Compensatory Mitigation**

1. SFW shall make one lump sum payment of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000), as compensatory mitigation as part of its overall Project modifications and mitigations to achieve consistency with the enforceable policies of the Coastal Policies. SFW shall also make available up to Three Hundred Thousand and 00/100 Dollars (\$300,000) (the “**Navigational Enhancement and Training Funding**”) to fund claims when made through the Navigational Enhancement and Training Program, as compensatory mitigation as part of its overall Project modifications and mitigations to achieve consistency with the enforceable policies of the Coastal Policies. The Parties agree and acknowledge that the combined sum of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000) reflects the Parties’ recognition that the Project is one of several offshore wind development projects proposed for the Massachusetts/Rhode Island Wind Energy Area and that each project must be evaluated on its own merits and that this compensatory mitigation does not provide a precedent for future offshore wind projects. Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000) shall be SFW’s only financial contribution to mitigation in Massachusetts (the “**Compensatory Mitigation**”).
2. A national bank, federal savings bank or federal savings and loan association, lawfully doing business within the Commonwealth, or a trust company, savings bank or cooperative bank chartered under the laws of the Commonwealth of Massachusetts (the “**Trust Company**”) shall serve as custodial administrator of the Compensatory Mitigation.
3. Within thirty (30) days after the receipt of all final federal, state and local permits, authorizations, concurrences and approvals necessary to construct and operate the Project as described in the approved COP, SFW shall: (a) provide the payment of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000) of the Compensatory Mitigation to the Trust Company to be held in an escrow account (the “**Escrow Account**”) substantially in accordance with the terms of and in the form of the Compensation Mitigation Escrow Agreement attached hereto as Exhibit A-2 (the “**Escrow Agreement**”) with such changes as requested/required by the Trust Company, and (b) make available Three Hundred Thousand and 00/100 Dollars (\$300,000) of the Compensatory Mitigation for the Navigational Enhancement and Training Funding to be disbursed by SFW upon receipt of claims pursuant to the Navigational Enhancement and Training Program Term Sheet. The Compensatory Mitigation shall be ear-marked as set forth in Paragraph 4 below.
4. The Compensatory Mitigation shall be ear-marked as follows:
  - i. The Direct Compensation Program
    - a) One Million Nine Hundred Thousand and 00/100 (\$1,900,000) for compensation for Massachusetts commercial and for-hire charter fishing operations for mitigation of direct losses/impacts arising from the construction and operation of the Project and unforeseen, extraordinary events that lead to later business interruption (“**Construction and Operation Mitigation Fund**”). The Trust Company shall be provided with the following or similar investment guidelines and directed to manage

the funds accordingly, with the overall investment goal of achieving an average annual rate of return of no less than 3 percent:

- a. 30 percent U.S. Treasuries with a 30-year Treasury yield of no less than 2.0 percent;
    - b. 40 percent Municipal bonds with a bond yield of no less than 2.5 percent; and
    - c. 30 percent investment-grade Corporate bonds with a bond yield of no less than 4.0 percent;
  - b) Two Hundred Thousand and 00/100 (\$200,000) for direct losses/impacts caused by decommissioning (“**Decommissioning Fund**”). The Trust Company shall be provided with the following or similar investment guidelines and directed to manage the funds accordingly, with the overall investment goal of achieving an average annual rate of return of no less than 4 percent:
    - a. 15 percent U.S. Treasuries with a 30-year Treasury yield of no less than 2.0 percent;
    - b. 15 percent Municipal bonds with a bond yield of no less than 2.5 percent; and
    - c. 60 percent investment-grade Corporate bonds with a bond yield of no less than 4.5 percent;
  - ii. Two Hundred Thousand and 00/100 (\$200,000) or the Coastal Community Fund, which the Trust Company shall disburse at the direction of the Director of the Division of Marine Fisheries (the “**Director**”) pursuant to the provisions herein and in accordance with the Escrow Agreement. The Trust Company shall be provided with the following or similar investment guidelines and directed to manage the funds accordingly, with the overall investment goal of achieving an average annual rate of return of no less than 3 percent:
    - a) 30 percent U.S. Treasuries with a 30-year Treasury yield of no less than 2.0 percent;
    - b) 40 percent Municipal bonds with a bond yield of no less than 2.5 percent; and
    - c) 30 percent investment-grade Corporate bonds with a bond yield of no less than 4.0 percent; and
  - iii. Three Hundred Thousand and 00/100 Dollars (\$300,000) will be available for the Navigational Enhancement and Training Program, and SFW shall administer such Program in accordance with the provisions the Navigational Enhancement Training Program Term Sheet.
5. After five (5) years of Project operations, the Technical Assistance Provider (“**TAP**”) will evaluate the claims history and fees and costs of the Direct Compensation Program against the Compensatory Mitigation in the Escrow Account and, based on historical actual claims paid and associated fees and costs, make reasonable projections regarding future claims and associated fees and costs. To be clear, associated fees and costs shall include, for example, those associated with the TAP, escrow agent and any other professionals including trust/investment management. The TAP will use his/her best professional judgment as to whether the balance of the Compensatory Mitigation in the Escrow Account exceeds the amounts necessary to pay anticipated claims and fees and costs. The TAP also will use his/her best professional judgment as to whether Decommissioning Fund earmark is sufficient based on the claims history and fees and costs of the Direct Compensation Program during the construction period and may adjust the Decommissioning Fund earmark

based on his/her best professional judgment. If the TAP determines that the balance of the Compensatory Mitigation in the Escrow Account exceeds an amount deemed necessary to pay future claims and associated fees and costs, the TAP may transfer excess funds in an amount to be determined by the TAP to the Coastal Community Fund to be used in accordance with the purposes of the Coastal Community Fund as specified in the Coastal Community Fund Term Sheet and Fund Agreement (the Fund Agreement is to be prepared after the date hereof) (“**Fund Agreement**”). The TAP shall conduct this assessment every five (5) years thereafter and transfer funds accordingly. The TAP is not obligated to transfer any funds he/she reasonably believes will be necessary to satisfy future claims, fees and costs. Any Compensatory Mitigation in the Escrow Account remaining after payment of all allowed claims or twelve (12) months after Project decommissioning, whichever is later, shall be deemed ear-marked to the Coastal Community Fund to be used in accordance with the purposes of the Coastal Community Fund as specified in the Coastal Community Fund Term Sheet.

6. The Trust Company and TAP selected by SFW shall be subject to the approval of EEA, which approval shall not be unreasonably withheld, conditioned or delayed. The TAP shall be a person, institution or business entity with significant knowledge of the fishing industry, including the commercial fishing industry, in New England.
7. Upon selection of the Trust Company and TAP, SFW shall have no further involvement whatsoever with respect to the Direct Compensation Program or Coastal Community Fund; provided, however, that this paragraph shall not operate as a limitation on SFW’s right to enforce this Agreement, including any limitations on the Coastal Community Fund’s expenditures.

#### **Establishment of the Direct Compensation Program**

8. The purpose of the Direct Compensation Program is to provide financial compensation to eligible fishermen for mitigating direct losses/impacts to commercial and for-hire (charter) fishing from the construction, operation and decommissioning of the Project.
9. The Direct Compensation Program will be established in accordance with the Direct Compensation Program Term Sheet. The TAP selected pursuant to the Direct Compensation Program Term Sheet shall have authority and discretion to establish such additional terms and conditions for the Direct Compensation Program as are required to fulfill its purpose so long as any such additional terms and conditions are consistent with the Direct Compensation Program Term Sheet, Model Eligibility Form substantially in the form attached as Exhibit A-3, Model Claims Form substantially in the form attached as Exhibit A-4, and Model Form of Release of Liability substantially in the form attached as Exhibit A-5. Any ambiguity between the Direct Compensation Program Term Sheet and this Agreement shall be resolved by the TAP in favor of this Agreement, which embodies the final intent of the Parties with respect to the Direct Compensation Program.
10. Applicants shall apply for eligibility for the Direct Compensation Program by submitting an Eligibility Form established by the TAP in substantially in the form attached as Exhibit A-3. The eligibility period will begin prior to the claims and payment period and will last for a reasonable period of time and, in no event less than six (6) months. The TAP will approve or reject eligibility submittals during the eligibility period. Eligibility will be based on historic fishing in the Project area and a direct impact or direct loss caused by the Project.
11. Once the eligibility period closes, new applicants may enter the Direct Compensation Program and evidence eligibility only at: (a) the time of decommissioning; or (b) during operations if and only if an unforeseen, extraordinary event occurs that leads to business interruptions and direct impacts/losses caused by the Project (“**Operations Interruptions Event**”). In any such case, the eligibility period will re-open for a reasonable period. New applicants identified during this period may seek compensation from the ear-marks set aside for such contingencies as identified in Paragraph 4 herein.
12. The TAP will establish a claims review and decision process in accordance with the Direct Compensation

Program Term Sheet. Applicants shall apply for compensation from the Direct Compensation Program for one of the three payment phases of construction and operations, decommissioning, and/or Operations Interruptions Events by submitting a claims form substantially in the form of the Model Claims Form attached as Exhibit A-4. The TAP will approve or reject claims submittals during the claims period.

13. All confidential, non-public or proprietary information (the “**Information**”) provided by applicants to the TAP will be kept confidential unless disclosure is required by law, rule, regulation, regulatory authority or pursuant to a legal or similar process. In such an event, the TAP shall disclose only that portion of the Information that it determines it is legally required to disclose and shall request confidential treatment of any Information so disclosed. Notwithstanding anything in this Paragraph to the contrary, information pertaining to final award amounts, along with names and other identifying information, will be provided to the Division of Marine Fisheries and made a public record. Information pertaining to final award amounts, along with address and taxpayer identification numbers necessary to process payments, will be provided to the escrow agent for the purpose of issuing payments.
14. In accordance with the Direct Compensation Fund Term Sheet, the amount of payment will be based on: the eligible claimant’s historical activity in the Project area such that applicants with a higher value of historical landings in the Project area will receive higher payment than those that have a lower value of historical landings; the number of eligible applicants; and preservation of funds in the Escrow Account for future applicants.
15. In consideration for receipt of funds from the Direct Compensation Program, applicants simultaneously shall execute a Form of Release of Liability substantially in the form attached as Exhibit A-5 (each a “**Release**”), and each executed Release shall be promptly forwarded to SFW at the address set forth in Paragraph 37.
16. The Direct Compensation Program is not intended to address or provide compensation for any claims of lost or damaged gear or related economic loss. Any such claim submitted to the Direct Compensation Program shall be immediately rejected by the TAP and referred to Orsted under the Orsted Fishing Gear Conflict Prevention and Claim Procedure, which is publicly available through Orsted’s Mariners’ website.

#### **Establishment of the Coastal Community Fund**

17. The Coastal Community Fund shall be established as an ear-marked portion of the Escrow Account, with funds to be released by the Escrow Agent upon the written instructions of the Director.
18. SFW will provide initial funding for the Coastal Community Fund pursuant to the Compensatory Mitigation ear-mark set forth in Paragraph 4.
19. The Fund shall be used to fund only projects that satisfy the Coastal Community Fund’s objectives, which explicitly do not include funding for litigation, regulatory work, or petitioning activities, and that are approved by the Director after consultation with the SFW Coastal Community Advisory Council (“**Advisory Council**”), including for support for Massachusetts companies that support Massachusetts fishing interests.
20. The members of the Advisory Council shall be appointed by the Commissioner of the Massachusetts Department of Fish and Game with input from CZM and consist of at least nine (9) members including two (2) members of the Marine Fisheries Advisory Commission, the Executive Director of the New Bedford Port Authority (or his or her designee) and six (6) members of the public at large, all of whom shall have specific expertise and background in the conduct and management of marine fisheries in Southern New England. Members shall include one representative of the lobster trap fishery, one representative of the mobile gear fishery, one representative of a Commercial Fishery Advocacy Organization, one representative of the for-hire hook-and-line fishery, and one representative of wholesale seafood dealers. To the extent practicable, such representatives shall be owners or operators of, or be employed by, business associations located within

the ports where impacts from the Project may occur, such as New Bedford/Fairhaven, Westport, Chatham, and Menemsha. The Advisory Committee members shall serve for terms of three (3) years. Any member shall be eligible for reappointment.

21. SFW will have no rights or role with respect to the Advisory Council's management of the Fund or approval of project funding requests by the Director; provided, however, that this paragraph shall not operate as a limitation on SFW's right to enforce this Agreement, including any limitations on the Coastal Community Fund's expenditures.
22. The Director may condition the approval of any project funding on the execution of a grant agreement that provides reporting to the Director and the Advisory Council and transparency to the public with respect to the spending of funds.

### **Navigational Enhancement and Training Funding**

23. The Navigational Enhancement and Training Funding shall be established and operated by SFW independent of EEA, the Director, the TAP and the Escrow Agent.
24. SFW will make available funding for the Navigational Enhancement and Training Funding pursuant to the Compensatory Mitigation ear-mark set forth in Paragraphs 3 and 4.
25. The Navigational Enhancement and Training Fund shall be used solely to pay approved vouchers under the Navigational Enhancement and Training Program as described in the Navigational Enhancement and Training Program Term Sheet. Should any money remain in the Navigational Enhancement and Training Funding as of decommissioning, that money shall be deemed ear-marked for the Coastal Community Fund to be used in accordance with the purposes of the Coastal Community Fund as specified in the Coastal Community Fund Term Sheet.

### **Payment of Expenses for the Funds**

26. The reasonable costs and expenses incurred in the establishment and implementation of the Coastal Community Fund and the Direct Compensation Program, including the fees and costs of the TAP and the fees and costs for the preparation of the Fund Agreement and Escrow Agreement, shall be paid from the Escrow Account, subject to any caps established by the Parties. After five (5) years of Project operations, by March 1 of each succeeding calendar year, the TAP will send the Parties a report on the costs and expenses paid and the income accrued to the Escrow Account over the previous calendar year and the life of the Escrow Account through December 31 of the previous calendar year ("Annual Report"). If the costs and expenses over the life of the Escrow Account exceed the income accrued over the life of the Escrow Account (a "Deficiency"), in more than three (3) consecutive Annual Reports, SFW shall, within 30 days of receipt of the most recent Annual Report, make a payment to the Escrow Account in the amount of the Deficiency. The TAP shall treat this payment as income in any future Annual Report. In calculating a Deficiency, the TAP will not consider claims paid under the Direct Compensation Program or grants made from the Coastal Community Fund.

### **Precedent Conditions**

27. This Agreement and the implementation of the Direct Compensation Program, Coastal Community Fund and Navigational Enhancement and Training Fund shall be contingent upon the occurrence of each of the following events:
  - a. On or before July 15, 2021, CZM issuing concurrence with SFW's federal consistency certification; and

- b. SFW receiving all other final federal, state, and local permits, authorizations, concurrences and approvals necessary to construct and operate the Project as described in the approved COP.

For the avoidance of doubt, if: (i) CZM does not issue its concurrence with SFW's consistency certification on or before July 15, 2021; or (ii) SFW fails to receive all other such permits, authorizations, concurrences and approvals, then SFW shall have no further obligations under this Agreement.

### **Dispute Resolution**

28. If either Party alleges that there exists a dispute or disagreement regarding the matters covered by this Agreement, it shall notify in writing the other Party of such alleged dispute or disagreement ("**Dispute Notice**"). The Parties shall attempt to resolve the alleged dispute or disagreement through good faith negotiations. If the Parties fail to resolve the alleged dispute or disagreement within sixty (60) days of the Dispute Notice, the Party alleging the dispute or disagreement may enforce this Agreement only by specific performance, injunctive relief or a declaratory judgment action pursuant to M.G.L. Ch. 231A *et seq.* The remedies of specific performance, injunctive relief and declaratory judgment shall be cumulative of all other rights and remedies at law or equity of the Parties under this Agreement.

### **Governing Law**

29. This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles. For the purposes of this Agreement only, Massachusetts shall be the forum state for all forms of dispute resolution between the Parties arising out of this Agreement, including but not limited to judicial actions to enforce the Agreement.

### **Implementation**

30. CZM shall implement this Agreement on behalf of the EEA.

### **Entire Agreement**

31. This Agreement constitutes the entire agreement of the Parties as to the subject matter herein, and supersedes any and all prior oral or written agreements of the Parties. This Agreement cannot be changed or modified except in a written instrument signed by both Parties.

### **Recitals**

32. The above recitals are incorporated herein by reference.

### **Successors and Assigns**

33. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

### **No Third-Party Beneficiaries**

34. Except for CZM in connection with its implementation of this Agreement on behalf of EEA, the Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement and their respective successors and assigns.



## **Severability**

35. If any part of this Agreement is found to be unenforceable, the rest will remain in full force and effect and shall be interpreted so as to give full effect to the intent of the Parties.

## **Execution in Counterparts**

36. This Agreement may be executed in counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission, electronic signatures, or by attaching a pdf copy to an e-mail, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

## **Notice**

37. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Paragraph 37). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Paragraph 37:

If to EEA/CZM: Lisa Berry Engler, Director  
Massachusetts Office of Coastal Zone Management  
251 Causeway Street, Suite 800  
Boston, Massachusetts 02114  
Email: lisa.engler@state.ma.us

If to SFW: Melanie Gearon, Permitting Manager\_  
South Fork Wind, LLC  
399 Boylston Street, 12th Floor  
Boston, MA 02116  
Email: MELGE@orsted.com

## **Term; Termination**


38. The term of this Agreement shall start on the date of this Agreement. If any of the “Precedent Conditions” above cannot be fulfilled, this Agreement shall terminate upon the date in which it becomes apparent that such condition set forth in the “Precedent Conditions” cannot be fulfilled. If the “Precedent Conditions” are fulfilled, this Agreement shall expire on the date on which all funds held by the Coastal Community Fund and the Direct Compensation Program have been disbursed.

*Signatures on Following Page*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

**SOUTH FORK WIND, LLC**

By: Melanie Gearon  
Name: **Melanie Gearon**  
Title: Authorized Person

By:   
Name: **Robert Mastria**  
Title: Authorized Person

**MASSACHUSETTS EXECUTIVE OFFICE OF  
ENERGY AND ENVIRONMENTAL AFFAIRS**

By: K. Theoharides  
Name: **Kathleen Theoharides**  
Title: **Secretary of Energy and Environmental Affairs**

## **Exhibit A-1**

### **South Fork Wind (SFW) Massachusetts Fisheries Direct Compensation Program**

#### **Term Sheet**

#### **I. Purpose and Brief Description**

- The SFW Massachusetts Fisheries Direct Compensation Program will provide financial compensation for economic loss to commercial and charter/for hire fishing as a result of the construction, operation and decommissioning of SFW.
- The SFW Massachusetts Fisheries Direct Compensation Program will pay eligible fishers within a reasonable period of time after their claim is approved from an escrow account to be funded according to the process as defined in the above Agreement.
- The SFW Massachusetts Fisheries Direct Compensation Program has two key parts: 1) determining which fishers are eligible for compensation based on their historical fishing activity in SFW; and 2) calculating the amount of individual compensation based on an open and transparent predetermined payment framework that applies a tiered approach. In this tiered approach, every eligible fisher receives a payment but those with higher historical value landings within SFW receive more compensation than those with lesser value landings.

#### **II. Creation, Use and Funding of SFW Escrow Account and Technical Assistance Provider**

- SFW will fund an escrow account for the SFW Fisheries Direct Compensation Program. The escrow will be managed by an independent third party selected by SFW with approval from EEA and CZM, which approval shall not be unreasonably withheld, conditioned or delayed.
- The Technical Assistance Provider (TAP) will ease the administrative aspects of the program on fishers. The TAP will be responsible for overseeing the administration of the fund as described below. SFW will select the TAP through a competitive process with approval from EEA and CZM, which shall not be unreasonably withheld, conditioned or delayed.

#### **III. Pre-Qualifying for Compensation During the Eligibility Period**

- The purpose of the eligibility period is to provide sufficient time for fishers to prequalify for compensation to improve the efficiency of the claim and payment phase so that the payment of approved claims will be fast.

- During the eligibility phase, fishers will be asked to fill out a simple certification form stating that they have fished in the SFW area over a three-year period. Fishers will be required to list the approximate value of their landings from that area over the three years.
- SFW will seek advice from the EEA and CZM on the documentation for eligibility.
- The TAP will be available to assist fishers with filing for eligibility. All information from fishers will be kept confidential by SFW and the TAP except as required by law.
- The eligibility period will begin prior to the claims and payment period and will last for a reasonable period of time and in no event less than 6 months.
- The TAP will approve or reject eligibility submittals during the eligibility period.
- SFW and EEA will have no rights or role with respect to the TAP's approval or rejection of eligibility submittals.

#### **IV. Claim and Payment Period for Eligible Fishers**

- The claim and payment period for eligible fishers to obtain funds from the escrow will begin upon completion of SFW's commissioning and will last for a reasonable time period.
- Each payment form will include a release of liability by the certifying fisher releasing SFW.
- The amount of the payment will be based on the eligible fishers' historical activity in the SFW area. Payments will be established in tiers by fishery.
  - i. Once the eligibility period ends, tiered payment levels will be established for allocating funds. Fishers with a higher value of historical landings in the SFW area will receive higher payment than those that have a lower value of historical landings. A minimum payment will be incorporated to ensure all fishers with any level of historical landings from the SFW area will receive a payment. The predetermined funding framework will provide full transparency of how much compensation each eligible claimant will receive.
- Payments will be made within a reasonable time frame.
- The TAP will approve claims consistent with the predetermined funding framework. SFW, CZM and EEA will have no role with the claim and payment period. Upon approval from the TAP, the escrow agent will pay funds directly to the eligible fisher.

\* \* \*

## **Exhibit A-2**

### **Escrow Agreement**

The Escrow Agreement shall be prepared after the date hereof in consultation with the selected Escrow Agent.

**Exhibit A-3**  
**Eligibility Form**

# Massachusetts Fisheries Direct Compensation Program

## Eligibility Application

Commercial fishermen and party/charter boat operations must use this form to demonstrate eligibility for compensation under the South Fork Wind (SFW) Massachusetts Fisheries Direct Compensation Program. The Massachusetts Fisheries Direct Compensation Program will provide financial compensation for mitigating direct losses/impacts to commercial fishing and party/charter boat operations during the construction, operation, and decommissioning phases of SFW. Separate eligibility forms must be submitted for each affected vessel. Only the DMF permit holder may apply for eligibility.

This form must be completed in full and delivered to the Technical Assistance Provider (TAP) designated to administer the fund. Applicants can file the form electronically by emailing it to [TAP email address] or by mailing it to [TAP address]. You may contact the TAP by email or by phone ([TAP phone number]) if you have questions on the application.

The purpose of this eligibility phase is to prequalify for compensation to improve the efficiency of the claim and payment phase and pay claims faster. Once you are deemed eligible by the TAP, you will be asked to submit a simplified claims form to inform your direct compensation payment.

The TAP will approve or reject eligibility submittals during the eligibility period based on the information submitted with your application.

### I. Applicant Information

A. Name: \_\_\_\_\_  
First Last M.I.

B. Mailing Address: \_\_\_\_\_  
Street Address Apartment/Unit  
City State Zip

C. Place of Residence (if different from mailing address): \_\_\_\_\_  
Street Address Apartment/Unit  
City State Zip

D. Phone: \_\_\_\_\_

E. Email: \_\_\_\_\_

F. Fishing Operation Information (complete the section that applies):

☐ Commercial fishing operation

1. Vessel Name: \_\_\_\_\_
2. State Registration Number/Coast Guard Documentation Number: \_\_\_\_\_
3. Homeport (as listed on your state or Coast Guard registration):  
\_\_\_\_\_
4. Federal Permit (if applicable): \_\_\_\_\_
5. MA Commercial Fishing Permit Number: \_\_\_\_\_
6. Tax Identification Number (TIN), if applicable: \_\_\_\_\_

☐ Party and charter boat information

1. Vessel Name: \_\_\_\_\_
2. MA Charter/Party Permit Number: \_\_\_\_\_
3. Federal Permit (if applicable): \_\_\_\_\_
4. Business Name (if different from applicant name): \_\_\_\_\_
5. Tax Identification Number (TIN), if applicable: \_\_\_\_\_

## II. Demonstration of Eligibility

Identify the project phase for which you are seeking eligibility to submit a claim:

- ☐ Business interruption during construction and the operations period following construction.
- ☐ Business interruption during the decommissioning phase.
- ☐ Business interruption during the operations phase that arises from an extraordinary unforeseen event (e.g., extraordinary maintenance in the Project area resulting in extended constraints on access).

Applicants must stipulate to the following eligibility criteria:

- You must hold a valid state fishing or landing permit;
- You must have a homeport in Massachusetts (as documented on your vessel registration) or be a resident or incorporated business in Massachusetts; and
- You must demonstrate a history of the vessel operating in the SFW Project area in the three years prior to eligibility and having incurred a direct impact/direct loss caused by SFW.

Schedule A identifies the documentation needed to verify eligibility. Failure to provide adequate documentation to the TAP may lead the TAP to disqualify you from participating in the program.

## III. Confidentiality

Information provided via this application process will be kept confidential by the TAP, except as otherwise required by law. Notwithstanding anything herein to the contrary, if the TAP pays a



claim, the amount of the payment and the identity of the recipient will be reported to the Division of Marine Fisheries and made a public record.

#### IV. Notification

The TAP will notify you of the decision regarding your eligibility by contacting you at the email address provided above.

#### V. Certification and Release

By completing and signing this form, I certify my understanding of the following:

- A. I understand and acknowledge that the TAP will rely on the information I have provided, and I agree that the information I have provided is material to my request for eligibility. I certify upon the pains and penalties of perjury that I have provided complete and truthful information here and to the TAP for considering my eligibility.
- B. I certify that I am duly authorized to bind the entity or individual and the vessel identified above.
- C. I consent to allowing the TAP to use VTRs, SAFIS trip-level data, and other Massachusetts Division of Marine Fisheries data, as applicable, to verify the information contained in this application, and I waive any and all confidentiality pertaining to this information as it relates to this application.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (if any): \_\_\_\_\_

## Schedule A: Examples/Operations Interruptions Events Qualifying for Compensation

1. Possible business interruptions arising from unforeseen extraordinary events may include the following or similar event:
  - Extraordinary maintenance in the Project area resulting in extended constrained access within the SFW Project area
2. Examples of excluded Operations Interruptions are:
  - Fishery management measures that constrain catch or access to fishing grounds (e.g., quotas, area closures) or seasonal restrictions;
  - General declines in stock for targeted species caused by climate change;
  - Environmental changes unrelated to SFW;
  - Harmful algal blooms;
  - Vessel or other property damage;
  - Reductions in fishing activity due to personal illness or public health measures;
  - Inclement weather; or
  - Force majeure events where the direct impact to applicant was not exacerbated or contributed to by the operation or maintenance of the SFW Project.

## Schedule B. Documentation to Affirm Eligibility to Participate in the Direct Compensation Program

A. Commercial fishing documentation is required for the three years prior to construction.

- If you file Vessel Trip Reports (VTRs) with the National Marine Fisheries Service (NMFS):
  - You must submit one of the following documents:
    - Your VTR data for the relevant years; or
    - Documentation that you have authorized NMFS to release your VTR data to the TAP.
  - While optional, you may also submit:
    - Documentation that you have authorized NMFS to release vessel monitoring system (VMS) or observer program data relevant to your vessel.
    - Other detailed electronic information (e.g., chart plotter data) documenting effort within the SFW Project Area.
- If you do not file VTRs with NMFS:
  - You must submit one of the following documents:
    - Massachusetts trip-level reporting data, whether filed electronically (through the Standard Atlantic Fisheries Information System, SAFIS) or via paper; or
    - Documentation that you have authorized the Massachusetts Division of Marine Fisheries (MADMF) to release your trip-level reporting data.
  - While optional, you may also submit other electronic information (e.g., chart plotter data) or independently maintained logbooks that document your activity in the SFW Project Area.

B. Party/Charter boat documentation is required for the three years prior to construction:

- You must submit eTRIPS Desktop or Mobile trip data submitted to MADMF or documentation that you have authorized MADMF to release your trip data.
- While optional, you may submit other electronic information (e.g., chart plotter data) or independently maintained logbooks that document your activity in the SFW Project Area.

**Exhibit A-4**  
**Claims Form**

# Massachusetts Fisheries Direct Compensation Program

## Claim Application

Commercial fishermen and party/charter boat operations must use this form to file claims for direct compensation of economic impacts directly attributable to the South Fork Wind (SFW) project. The SFW Massachusetts Fisheries Direct Compensation Program will provide financial compensation for mitigating impacts to commercial and party/charter boat fishing during the construction, operation, and decommissioning phases of SFW. **Only applicants who have separately filed an eligibility form and been approved to participate in the SFW Direct Compensation Program for the applicable project phase may complete this claim form.** Separate claim forms must be submitted for each affected vessel. If you are a new fisherman in the SFW Project Area, you will need to apply for eligibility prior to submitting this claim form.

This form must be completed in full and delivered to the Technical Assistance Provider (TAP) designated to administer the fund. Applicants can file the form electronically by emailing it to [TAP email address] or by mailing a physical copy to [TAP address]. You may contact the TAP by email or by phone ([TAP phone number]) if you have questions on the application.

### I. Applicant Information

- A. Name: \_\_\_\_\_  
First Last M.I.
- B. Phone: \_\_\_\_\_
- C. Email: \_\_\_\_\_
- D. Vessel Name: \_\_\_\_\_
- E. State-Issued Fishing Permit Number: \_\_\_\_\_
- F. Federal Fishing Permit Number (if any): \_\_\_\_\_

If any identification information (e.g., vessel name, fishing permit number) provided when you applied for eligibility has changed, please note that here:

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### II. Economic Impact

- A. A claim may be filed for impacts incurred in each of the following phases of the project. Please check the phase that is relevant to your claim:
- ☐ Business interruption during construction and the operations period following construction.
  - ☐ Business interruption during the decommissioning phase.
  - ☐ Business interruption during the operations phase that arises from an extraordinary unforeseen event (e.g., extraordinary maintenance in the Project area resulting in extended constraints on access).

B. The basis for your claim will be your average historical gross revenue.

1. Commercial Fishing Operations

Claims are estimated based on your historical gross revenue in the SFW Project Area, incorporating the years prior to construction, decommissioning or the unforeseen operations interruptions event.

- a) *Complete Table 1 below to document your landings and gross revenue in each year that you fished. If you did not fish in a given year, leave the space blank.*
- b) *Using the same table, calculate your average annual gross revenue based on the highest three years, i.e., the sum of your top three gross revenue figures divided by three. This figure will be the basis for your claim (see below).*

Table 1. ESTIMATION OF AVERAGE ANNUAL COMMERCIAL FISHING REVENUE FROM WITHIN SFW		
Year	Landings (pounds)	Gross (Ex-Vessel) Revenue (\$)
5 years ago		\$
4 years ago		\$
3 years ago		\$
2 years ago		\$
Last year		\$
AVERAGE ANNUAL GROSS REVENUE BASED ON TOP THREE YEARS		\$

2. Party/Charter Boat Operations

Claims are estimated based on your historical gross receipts, as reported to the tax authorities, scaled for trips made in the SFW Project Area. The TAP will compare your gross receipts in the tax year your claim event occurs to the average annual gross receipts for the three tax years immediately prior to your claim event.

- a) *Using Table 2 below, document the number of trips you conducted in the SFW Project Area in each tax year.*
- b) *Using the same table, report your annual gross receipts in each tax year. This information should be obtained from your tax returns.*
- c) *Using the same table, calculate the difference between your pre- and post-claim annual gross receipts. The net change in gross receipts is the basis for your claim (see below).*

Table 2. ESTIMATION OF PARTY/CHARTER BOAT REVENUE IMPACT FROM WITHIN SFW		
Year	Number of Trips in SFW Project Area	Annual Gross Receipts
3 years ago		\$
2 years ago		\$
Last year		\$
Average Annual Pre-Claim Event Gross Receipts		\$
Current year (post-claim event)		\$
Net Economic Impact (Difference Between Post-Claim Event Gross Receipts and Average Annual Pre-Claim Event Gross Receipts)		\$

- C. Please attach the following documentation. If you provided this documentation with your initial eligibility form, there is no need to duplicate your submission.
1. Commercial fishing documentation: You may provide personal or business tax returns to corroborate your gross revenue data. If you prefer not to do so, please provide the following documentation:
    - If you file Vessel Trip Reports (VTRs) with the National Marine Fisheries Service (NMFS), you must submit either your VTR data for the relevant years or documentation that you have authorized NMFS to release your VTR data to the TAP.
    - If you do not file VTRs with NMFS, you must submit Massachusetts trip-level reporting data (whether filed electronically through the Standard Atlantic Fisheries Information System, SAFIS, or via paper) or documentation that you have authorized the Massachusetts Division of Marine Fisheries (MADMF) to release your trip-level reporting data.
  2. Party/charter boat documentation:
    - You must provide personal or business tax returns to corroborate your gross receipts data.
    - You must submit eTRIPS Desktop or Mobile trip data submitted to MADMF or documentation that you have authorized MADMF to release your trip data.

### III. Amount of Claim

Each eligible applicant may apply for a one-time pro-rata fixed payment to compensate for economic impacts. Please check the box corresponding to the impact for which you are seeking compensation:

- ☐ Business interruption during construction and the operations period following construction.
- ☐ Business interruption during the decommissioning phase.
- ☐ Business interruption during the operations phase that arises from an extraordinary unforeseen event (e.g., extraordinary maintenance in the Project area resulting in extended constraints on access). If more than one separate and unrelated eligible event occurs, you may apply for compensation for each such event.

Calculation of the compensation payment differs by project phase and by Applicant Type, as explained below.

- A. For commercial fishing vessels:
1. Compensation for impacts during construction and operation will be calculated as Average Annual Gross Revenue times a Construction Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
  2. Compensation for impacts during decommissioning will be calculated as Average Annual Gross Revenue times a Decommissioning Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
  3. Compensation for impacts arising from an extraordinary unforeseen event during operations will be calculated as Average Annual Gross Revenue times a Business Interruption Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.

- B. For charter/party vessels:
1. Compensation for impacts during construction and operation will be calculated as Net Economic Impact from Section II, Table 2 times a Construction Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
  2. Compensation for impacts during decommissioning will be calculated as Net Economic Impact from Section II, Table 2 times a Decommissioning Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
  3. Compensation for impacts arising from unforeseen business interruption during operations will be calculated as Net Economic Impact from Section II, Table 2 times a Business Interruption Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.

#### IV. Confidentiality

Information provided via this application process will be kept confidential by the TAP, except as otherwise required by law.

Notwithstanding anything herein to the contrary, information pertaining to final award amounts, along with names and other identifying information, will be provided to the Division of Marine Fisheries and made a public record. Information pertaining to final award amounts, along with address and taxpayer identification numbers necessary to process payments, will be provided to the escrow agent for the purpose of issuing payments.

#### V. Certification and Release

By completing and signing this form, I certify my understanding of the following:

- A. As a condition to and in full consideration of any payment, I will execute the attached release.
- B. I understand and acknowledge that the TAP will rely on the information I have provided, and I agree that the information I have provided is material to my claim for compensation. I certify upon the pains and penalties of perjury that I have provided complete and truthful information here and to the TAP for evaluating my claim.
- C. I certify that I am duly authorized to bind the entity or individual and the vessel identified above.
- D. I consent to allowing the TAP to use the information I provided, including, as applicable, VTRs, SAFIS trip-level reporting data, NMFS Dealer data, and/or information from the Massachusetts Department of Revenue, to verify the information contained in this application, and I waive any and all confidentiality pertaining to this information as it relates to this application.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (if any): \_\_\_\_\_



## Schedule A: Examples/Operations Interruptions Events Qualifying for Compensation

1. Possible business interruptions arising from unforeseen extraordinary events may include the following or similar events:
  - Extraordinary maintenance in the Project area resulting in extended constrained access within the SFW Project area; or
2. Examples of excluded Operations Interruptions are:
  - Fishery management measures that constrain catch or access to fishing grounds (e.g., quotas, area closures) or seasonal restrictions;
  - General declines in stock for targeted species caused by climate change;
  - Environmental changes unrelated to SFW;
  - Harmful algal blooms;
  - Vessel or other property damage;
  - Reductions in fishing activity due to personal illness or public health measures;
  - Inclement weather; or
  - Force majeure events where the direct impact to applicant was not exacerbated or contributed to by the operation or maintenance of the SFW Project.

## **Exhibit A-5**

### **Release of Liability**

I, \_\_\_\_\_, have submitted a claim for compensation to the South Fork Wind Massachusetts Fisheries Direct Compensation Program (the “Program”) for business interruption losses for one of the following three Program phases described in the claims form [(1) construction and the operations period following construction, (2) decommissioning, or (3) Operations Interruptions Events] (circle one) (the “Claim”).

I assert that my Claim resulted directly from the South Fork Wind project. By signing this Release of Liability, I acknowledge that the Program has accepted and paid my Claim. My acceptance of such payment constitutes full, final and complete payment for this Claim. I agree on behalf of myself, and all my personal representatives, heirs, executors, administrators, agents, representatives, employees, affiliates, business partners, predecessors-in-interest, successors-in-interest, and assigns (the “Releasing Parties”) that neither South Fork Wind, LLC, Orsted North America, Inc., Eversource Investment LLC, nor any of their affiliates or joint venture partners, officers, directors, shareholders, employees, agents, representatives, insurers, predecessors, parents, subsidiaries, successors, and assigns (the “Released Parties”) shall have any further outstanding or ongoing obligation with respect to this Claim, even if the Releasing Parties learn new information about the Claim I agree that neither I nor the Releasing Parties will, directly or indirectly, assert any claim, or commence, join in, prosecute, participate in, or fund any part of, any suit or other proceeding of any kind against the Released Parties arising out of, related to or concerning in any way the Claim, and I and the Releasing Parties forever release and discharge the Released Parties from any liability arising under, related to, or concerning such Claim.

I acknowledge that I am duly authorized to sign on behalf of the entity indicated below.

Signed under pains and penalties of perjury.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

## **Exhibit B-1**

### **South Fork Wind (SFW) Coastal Community Fund Term Sheet**

#### **I. Purpose**

- SFW will establish the SFW Coastal Community Fund to provide grants for initiatives supporting coastal communities in Massachusetts.
- By way of example, but without limitation except as set forth in Paragraph 19 of the Agreement, the SFW Coastal Community Fund may be used for the following objectives:
  - Supporting the recreational and charter boat industry;
  - Providing marketing and promotional support for processors, manufacturers of local seafood products, party or charter boat services;
  - Enhancing opportunities for training, apprenticeship, and employment in the commercial fishing industry, offshore wind industry, and other sectors of the coastal economy;
  - Improving infrastructure that supports the commercial fishing industry including but not limited to processors, wholesalers, and recreational fishers;
  - Supporting the enhancement and productivity of the commercial fishing industry; and
  - Supporting technology development to reduce potential conflicts between commercial fishing and offshore wind operations.

#### **II. Creation, Use and Funding of the Coastal Community Fund**

- SFW will establish an escrow account that will be overseen by an independent third- party escrow agent selected by SFW with approval from EEA, which approval shall not be unreasonably withheld, conditioned or delayed.
- SFW will fund the escrow account according to the process as defined in the foregoing Agreement. Such payments were informed by analyses performed by the Woods Hole Oceanographic Institution on the indirect economic impacts from SFW.
- These funds will be used only to fund projects that satisfy the SFW Coastal Community Fund's objectives and as approved by the Director of the Division of Marine Fisheries, who shall act only after receiving advice from the SFW Coastal Community Advisory Council ("Advisory Council").
- SFW will have no rights or role with respect to the Advisory Council's approval of project funding requests.

### **III. Distribution of Escrow Account Funds**

- Each request for project funding must be submitted to the Advisory Council and affirm that funds will be used to support projects that meet the objectives of the fund.
- The Advisory Council will review all submitted proposals. The Advisory Council will either recommend approval or rejection with an explanation, or request additional documentation necessary to complete its evaluation of a proposal.
- The process and form of such proposals will be determined by the Advisory Council and the Director.
- Upon written instructions from the Director, the escrow agent will disburse funds directly to the project applicant.
- In the event the fund is oversubscribed, the Director may, in consultation with the Advisory Council, approve partial payment of a proposal.

\* \* \*

**Exhibit B-2**

**Form of Fund Agreement**

To be prepared after the date hereof.