



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

**Memorandum of Understanding
between the
Maryland Department of Natural Resources
and
US Wind, Inc.**

This Memorandum of Understanding (MOU) regarding the establishment and funding of the Maryland Fisheries Compensatory Mitigation Fund, a Navigational Safety Fund, and a Multi-Use Fishing Community Resilience Fund is made and entered into this 13 day of May, 2025 (the “**Effective Date**”), by and between US Wind, Inc. (“**US Wind**”), a Delaware corporation with a principal place of business in Baltimore, Maryland, and the Maryland Department of Natural Resources (“**MDNR**”), a unit of government of the State of Maryland. MDNR and US Wind shall each be referred to as a “**Party**” and collectively the “**Parties**.”

I. Introduction and Background

On December 1, 2014, the Bureau of Ocean Energy Management (“**BOEM**”) issued commercial wind energy leases to US Wind following a competitive lease sale for Lease Areas OCS-A 0489 and OCS-A 0490 that were later merged into a single lease, “OCS-A 0490,” comprising approximately 80,000 acres in federal waters approximately 11.5 miles at its closest point off the coast of Maryland (“**Lease Area**”). On December 3, 2024, BOEM issued a final decision approving with certain conditions US Wind’s Construction and Operations Plan (“**COP**”) for its lease. This final COP approval includes the proposed installation of up to 114 wind turbine generators, up to four offshore substation platforms, one meteorological tower, and up to four offshore export cables and a planned operations and maintenance facility in the Sinepuxent Bay and/or West Ocean City Harbor (the “**Project**”).

On June 9, 2022, US Wind voluntarily submitted to the State of Maryland its consistency certification pursuant to the Coastal Zone Management Act (“**CZMA**”), in which US Wind certified that the proposed activities will be undertaken in a manner consistent, to the maximum extent practicable, with the enforceable policies of the Maryland Coastal Zone Management Program. On July 29, 2024, BOEM released the Final Environmental Impact Statement (“**FEIS**”) for US Wind’s proposed Project. The FEIS is required under the National Environmental Policy Act (“**NEPA**”) to assess the Project’s effects on the environment, including natural resources.

On July 8, 2024, the Parties signed a Letter of Intent (“**LOI**”) stating that US Wind must provide certain fishery resources mitigation funds to the State of Maryland and MDNR. The Parties agreed to enter into an MOU regarding fisheries mitigation within one hundred and thirty (130) days of BOEM’s Record of Decision - issued on September 5, 2024 - to memorialize their commitments, and this was extended by mutual agreement through May 13, 2025. On November 20, 2024, the Maryland Board of Public Works (including Governor Wes Moore) approved US Wind’s tidal wetlands license authorizing US Wind to build a pier that would support an Operations and Maintenance facility on the Sinepuxent Bay (“**O&M Facility**”), and, on January 24, 2025, the Maryland Public Service Commission (“**PSC**”) issued Order No. 91496 granting offshore wind renewable energy credits to US Wind’s Revised Round 2 Project that included a condition for fisheries mitigation while awarding US Wind the right to sell offshore wind renewable energy generation credits (“**ORECs**”) for up 1,710 megawatts (“**MWs**”) of generation capacity to the State of Maryland (“**OREC Order**”). Both the LOI and condition No. 5.D. of the OREC Order provide for US Wind and MDNR to enter into this MOU. Although the LOI first provided that the MOU be executed within 130 days, that time was extended by the Parties at the request of stakeholders, notably the fishers, to allow for greater stakeholder participation in the process.

Through the LOI and MOU process and in accordance with certain of the COP Conditions, and related authority, US Wind has agreed to create three separate funds that persons, including commercial and charter fishers, can apply for to mitigate economic and other impacts of the Project’s construction, operation, and eventual decommission.

II. Missions of the Parties

MDNR

MDNR is a “principal department of the State government” (Nat. Res. § 1-101(a)) established by the Maryland state legislature within the executive branch of the State of Maryland responsible for, among other things, “coordinat[ing] natural resources activities within the State” (Nat. Res. § 1-101(b)(2)) and “unify[ing], coordinat[ing], and promulgat[ing] policies, plans, programs, and practices which insure the preservation, development, wise use, and enjoyment of all the natural resources for greatest benefits to the State and its citizens” (Nat. Res. § 1-101(b)(4)). Additionally, MDNR serves as the lead State agency that implements or coordinates the State’s federal approved coastal management program and undertakes federal consistency reviews pursuant to Section 307 of the CZMA, 16 U.S.C. § 1456. MDNR is responsible for developing a management framework for the conservation and equitable use of fishery resources, including balancing coastal uses to manage fisheries and the ecosystem for present and future generations.

Pursuant to authority under the Outer Continental Shelf Lands Act (“**OCSLA**”), the CZMA, and as recognized by BOEM and PSC, MDNR is the lead agency on fisheries mitigation with respect to offshore wind generation facilities being constructed and operated by US Wind in the Maryland wind energy area.

US Wind

US Wind is a Maryland-based offshore wind developer that has received certain federal leases, permits and other authorizations to construct and operate a commercial-scale offshore wind energy facility approximately 11.5 miles east of Ocean City, Maryland, within Lease Area OCS-A 0490 that could add up to 2,022 MW of generation capacity with interconnection into Indian River Substation, Dagsboro, Delaware, among other appurtenant facilities, including the planned O&M Facility.

III. Applicable Statutes

The Federal statutes relevant to this MOU include, but are not limited to, the following:

- Coastal Zone Management Act (“**CZMA**”) 16 U.S.C. § 1451.
- National Environmental Policy Act (“**NEPA**”) 42 U.S.C. 4322.
- Outer Continental Shelf Lands Act (“**OCSLA**”) 43 U.S.C. 1331-1356(a).

IV. Purpose of the MOU

This MOU is entered into between MDNR and US Wind to provide funds to mitigate impacts to commercial and charter fishers that may result from the construction, operation, and decommissioning of the Project and has been developed in accordance with the COP, and BOEM Conditions of COP Approval dated December 3, 2024 (“**COP Conditions**”). Unless otherwise indicated, references to commercial fishers generally refer to those engaged in catching fish and shellfish commercially in federal waters off the Atlantic coast of Delaware and Maryland and U.S. Exclusive Economic Zone; “charter” generally refers to vessels-for-hire engaged in recreational fishing; “miles” refers to statute miles; and the “**Offshore Construction Commencement Date**” means the date upon which the first Project component (e.g. a turbine foundation or undersea cable) is placed on the Outer Continental Shelf (“**OCS**”). US Wind plans to construct an O&M Facility at the West Ocean City, Maryland, commercial harbor in order to support the Project located approximately 11.5 miles east of Ocean City within Lease Area OCS-A 0490.

In evaluating proposed activities under federal consistency review, Maryland expects that all reviewed entities, including US Wind, pursue development objectives responsibly, including assessing potential environmental impacts and avoiding, minimizing, and mitigating likely adverse effects upon natural resources, including fish, marine mammals, and their respective habitats.

In connection with the purpose of the MOU, the LOI and Condition 6.1 of the COP Conditions. US Wind has agreed to provide for three separate forms of fisheries mitigation funding to offset the impacts to commercial and charter fishers. MDNR and US Wind enter into this MOU to ensure the establishment of and contributions to a **Compensatory Mitigation Fund (“Mitigation Fund”)**; a **Navigational Safety Fund** hereafter referred to as the Navigational Enhancement and Training Program (“NETP”), and a **Multi-Use Fishing Community Resilience Fund (“Resilience Fund”)**. Funding levels set in this MOU include inflation adjustments and are designed to meet and exceed levels set by the COP and COP Conditions.

V. Compensatory Mitigation Fund (Mitigation Fund)

- A. Purpose. The purpose of the Mitigation Fund is to create a fund designed to help mitigate and provide compensation for affected and eligible commercial and charter fishers who experience direct economic losses and/or impacts associated with the construction, operation, and eventual decommissioning of US Wind’s Project on an eligible claims-made basis.
- B. Funding by Project Periods. Pursuant to COP Condition 6.1.4, US Wind shall reserve money for the Mitigation Fund at the commencement of each of the following project periods (each a “**Project Period**”) as follows:
 1. The **Construction Project Period** shall begin on the Offshore Construction Commencement Date and end at the commencement of the **Operations Project Period** (described below). US Wind shall reserve **\$1,546,864** to provide compensation for losses occurring during the Construction Project Period.
 2. The **Operations Project Period** shall begin on the Offshore Commercial Operation Date of the Project (“**COD**”) (which is the date the final turbine is commissioned and the Project is fully operational) and shall terminate five years after the COD. US Wind shall reserve **\$1,893,510** to provide compensation for losses occurring during the **Operations Project Period**. The Operations Project Period may be extended by subsequent agreement of the Parties.
 3. The **Decommissioning Project Period** shall begin when the Project commences decommissioning work and end when decommissioning work is completed. US Wind shall reserve **\$2,014,757** to provide compensation for losses occurring during the Decommissioning Project Period.
 4. Consistent with Sections 6.1.1.1 and 6.1.4 of the COP Conditions, these reserve amounts are established in consideration of the following: (a) federally-managed species and or state or data-poor fisheries; (b) mitigation of direct losses/impacts arising from the construction and operation of the

Project; and (c) mitigation of direct losses/impacts caused by decommissioning.

5. US Wind may propose to BOEM and Bureau of Safety and Environmental Enforcement to fully fund the amounts in the first year of the program in which case the total amount may be modified to reflect present value and may incorporate a discount rate that allows reserve amounts in investment vehicles to anticipate growth in funds over the period for which funds are required to be available. However, if the actual funds are less than the required reserve amounts for a given period, US Wind will be required to fund the difference.

C. Eligibility Requirements

1. Any commercial and charter fishing vessels (regardless of home port), businesses, or individuals with a demonstrated and documented history of fishing in the or near the Lease Area who is engaged in lawful activity and who can prove negative economic impacts resulting from the Project.
2. The alleged loss must result from offshore wind activities occurring during the applicable Project Period (e.g. result from construction activities during the Construction Project Period), and the claim must be made no later than two calendar years after the end of the applicable Project Period during which the loss is alleged to have occurred, provided however that the Parties or the Regional Fund Administrator (“RFA”) may extend the period for a claim to be made for up to five years after the date of loss if data is not available or for other good cause shown.
3. Additional eligibility requirements, terms and conditions and process will be established by an RFA or third-party administrator, as the case may be, with the advice and written consent of the Parties.

D. Administration of Funds

1. Eleven Atlantic states – from Maine through North Carolina – identified the need for an independent party to lead the design and development of an equitable and effective claims process and governance structure that reflects input from those most directly affected – fishing enterprises and infrastructure support – alongside states and offshore wind developers.
2. Work underway since 2023 is advancing an initiative to design, develop, and establish an RFA to address this need.
3. The Parties’ first preference for administration of and fund disbursement for the Mitigation Fund is by an RFA established by these eleven states.
4. The Parties will reconvene one year prior to the estimated Offshore Construction Commencement Date, to discuss progress toward

development of an RFA and determine if an RFA is likely to be established on a schedule to effectively administer the Mitigation Fund monies.

5. If the Parties determine that an RFA is likely to be available on a schedule to effectively administer the claims process, at least 60 days prior to the Offshore Construction Commencement Date, US Wind shall make arrangements with an RFA to provide a mechanism for an RFA to administer the funds being held in reserve by US Wind.
6. If the Parties determine that an RFA is unlikely to be available on a schedule to effectively administer the claims process, US Wind shall identify and separately fund a mutually agreeable third-party administrator through which impacted commercial and charter fishers are eligible to submit compensation claims to offset demonstrated impacts from the Project during the applicable Project Period.
 - a) MDNR reserves the right to review and approve any solicitation or other process that US Wind develops to identify a third-party administrator.
 - b) Should a third-party administrator be warranted, the Parties agree to work together to discuss and develop an administrator claims schedule, process, eligibility factors, program terms, and reporting needs. These discussions will also include identifying ways to include the commercial and charter fishing industry in the claims development process.
 - c) Any such third-party administrator shall be a person, institution, or business entity with knowledge in the fishery industry in the Mid-Atlantic region in good financial standing with the State of Maryland and with the capacity to run a claims process.
 - d) The third-party administrator will pay claims duly made by eligible fishers, as well as assist applicants with the claims process.
 - e) The third-party administrator may subcontract with other persons, institutions or business entities to demonstrate necessary capacity.
7. The reasonable costs required to administer the Mitigation Fund either through an RFA or a third-party administrator shall be paid directly by US Wind without offset against the reserve amounts for each Project Period.
8. The Parties will require the RFA or third-party administrator, as the case may be, to provide an appeal, dispute resolution or other adjustment process for claims.
9. The Parties intend for Delaware to execute the same or a similar MOU regarding the establishment of this fund for fishers who are eligible.

10. The Parties will revisit the MOU annually to ensure that the Mitigation Fund is properly implemented and administered consistent with the MOU, COP Condition 6.1.1 and other applicable authority.

E. Establishment of the Mitigation Fund

1. The Mitigation Fund shall be “established” for the purposes of Section 6.1 of the COP Conditions once an administrator has been selected and approved in writing and US Wind has set aside the reserve funds for the Construction Project Period.
2. The Mitigation Fund shall be “established” no later than 120 days prior to the Offshore Construction Commencement Date.

VI. Navigational Enhancement and Training Program (NETP)

A. Purpose

1. The purpose of the NETP Fund is to provide financial assistance to Maryland and Delaware commercial and charter vessels that are directly or reasonably expected to be impacted by the presence of wind turbines in Lease Area OCS-A 0490 to sufficiently enhance safe navigation by providing for (1) equipment installation and/or upgrades; and (2) training for safe navigation and fishing activities in and around wind turbines.
2. US Wind shall facilitate the organization of all training events, claims, and other NETP resources.
3. US Wind will cause the establishment and administration of a voucher program or system for the NETP.
4. There will be no administrative fees for applicants to this fund.
5. The Parties intend for Delaware to execute the same or a similar MOU concerning Delaware’s access to and participation in this same fund.

- B. Available Funding. US Wind shall make available **\$1,041,000** for Maryland and Delaware vessel owners and fishers meeting eligibility requirements.

C. Eligibility Requirements

1. The NETP Fund will be implemented through a voucher system operated by US Wind for Maryland and Delaware commercial and for-hire fishing vessels and fishers navigating within and near the Project.
2. US Wind shall develop for MDNR’s review and approval a voucher eligibility form consistent with MOU discussions regarding eligible vessel and crew types. MDNR reserves the right to review and edit the eligibility and program implementation requirements.

3. US Wind will prioritize the proposed vendors listed in Exhibit A of this document for the NETP, which may be amended from time to time.
4. Consistent with the voucher program and eligibility requirements, MDNR expects the NETP program to provide the following support:
 - a) Equipment upgrades: Commercial and U.S. Coast Guard inspected for-hire fishing vessels shall be eligible for up to \$10,000 each. For-hire charter vessels shall be eligible for up to \$5,000 each.
 - b) Training: \$1,000 shall be made available for up to two participants from each commercial and U.S. Coast Guard inspected for-hire fishing vessel (e.g. captain, mate, crew, etc.) to participate in training(s) of their choice that may include, but is not limited to, professional mariner or radar training.
 - (1) Participants may use funds for registration fees or to recover reasonable income losses for the time spent participating in NETP events.
 - c) \$35,000 toward development of an experiential training at the Maryland Maritime Institute of Technology and Graduate Studies (MITAGS) facility for regional maritime stakeholders and arrange for participation in up to three (3) group training events at this facility utilizing a newly-developed, fishing vessel-specific wind facility simulation, which shall also be available to Delaware fishers.
5. NETP Participation
 - a) Commercial fishing, U.S. Coast Guard inspected for-hire fishing, or for-hire charter vessel owners shall use an application form to demonstrate eligibility for the NETP Fund.
 - b) Separate applications must be submitted to US Wind for each impacted vessel and individual seeking to participate in the NETP.
 - c) Should the NETP be overenrolled by eligible applicants during the period the NETP is active and additional funds are needed, the Parties agree to reconvene to discuss the identification of additional resources.

D. Term

1. The claim and payment period for eligible fishers to obtain funds from the NETP will conclude five years following the COD of the Project, provided however that the NETP may conclude sooner if no remaining funds are available.

2. Any unclaimed funds from the NETP will revert to US Wind five years after the COD of the Project.
3. US Wind will provide an annual summary report on the implementation of the voucher system, including any denials for eligibility.

E. Establishment of the NETP

1. The NETP will be funded and “established” no later than 120 days prior to the Offshore Construction Commencement Date.

VII. Multi-Use Fishing Community Resilience Fund (Resilience Fund)

A. Purpose. The general purpose of the Resilience Fund is to support programs and projects that ensure (1) the availability of sustained, long-term commercial fisheries landing infrastructure and service solutions; and (2) that safe and profitable fishing continue through initiatives that support activities that allow the fishing industry and local harbor area to build both short- and long-term resilience. To accomplish this purpose, the Parties intend for the Resilience Fund to have three components (each a “**Component**,” together the “**Components**”): (1) the Facility Displacement Component; (2) the West Ocean City Harbor Maintenance Component; and (3) the Programmatic Funds Component (all as further described below and in Exhibit B).

B. Displacement Options.

1. As reflected in the PSC Order, MDNR and US Wind recognize that the level of displacement to existing commercial fishing resources in Maryland depends, in significant part, on US Wind’s development plan for an O&M Facility in the West Ocean City Harbor.
2. By agreement of the Parties and consistent with the directives of BOEM and PSC, US Wind will fund each of the Components of the Resilience Fund based on three possible options (each an “**Option**” and collectively the “**Options**”), to provide mitigation support based on the level of shoreside impacts that may result from the US Wind’s planned O&M Facility.
3. US Wind shall make a determination about which Option it shall elect based on its O&M Facility needs no later than July 1, 2026, except that US Wind may modify its election if construction funding, permitting or other circumstances make its election infeasible. The Parties agree that they will document the selected Option through a subsequent addendum to this MOU.
4. The agreed-upon funding levels and priorities for each Component based on the Option US Wind selects are set forth in Exhibit B, *Resilience Fund Options* (with funding table).

C. Resilience Fund Components: MDNR shall earmark money for each Component of the Resilience Fund in accordance with Exhibit B, for each of the following intended uses described below:

1. The Facility Displacement Component: to provide financial support to the fishing facilities/operators directly displaced by the O&M Facility with varying levels depending on both or partial property displacement (see Exhibit B). Fund uses may include, but are not limited to, coastal zoning analysis, capital funds, bulkhead stabilization, business interruption funds: shoreside services and temporary shoreside support services (e.g. ice and offloading);
2. The West Ocean City Harbor Maintenance Component: to provide financial support for general maintenance activities in the West Ocean City Harbor, including but not limited to dredging, dock and shore stabilization support;
3. Programmatic Funds: to provide general support to administer the various funds and Components, and provide support to the commercial and charter fishing industries, as guided by local fishing industry representatives, to include gear development funds, business development and/or marketing funds (intended for use by private or local public entities to promote fishing-related business activity in the West Ocean City Harbor), a fishing vessel resilience fund (intended to support the businesses of registered Maryland commercial fishers and vessels that use the West Ocean City Harbor in transition), new fishing industry entrant incentives (intended for use by persons or businesses wishing to become Maryland fishers in the West Ocean City area) and charter fishers marketing/other support (intended to bring more customers to fishing businesses in the West Ocean City Harbor).

D. Funding and Administration

1. US Wind will establish and fund the Facility Displacement Component on or before the date it obtains all required permits and approvals necessary (or a notice to proceed or its equivalent, if available) to begin construction of the O&M Facility (and such approvals are beyond the time when they can be challenged or appealed); provided however that if US Wind selects the Option of taking both Properties (as that term is defined in Exhibit B), then US Wind will fund the Facility Displacement Component on the date both existing businesses on the Properties cease to be operational.
2. US Wind will otherwise establish and fund the Resilience Fund in the time provided by Exhibit B.
3. MDNR will oversee, administer and manage any fund distributions to Worcester County, another local or state government entity, and/or other

eligible third-party institutions, businesses, nongovernmental entities or persons consistent with the purpose and priorities of the Resilience Fund.

4. US Wind will provide any existing commercial fishing business on real estate acquired by US Wind the right of first refusal to lease-back (on commercially reasonable terms) the real estate to continue fishing operations from the time when the real property is acquired by US Wind to the time when US Wind must commence construction of the O&M Facility.

E. Administration of Funds

1. Establishment of the Resilience Fund

- a) MDNR will be the initial recipient of monies from US Wind for each of the Components of the Resilience Fund.
- b) MDNR shall restrict the use of each Component of the Resilience Fund solely to the purposes described herein and shall not commingle Resilience Fund money with other State money or use the funds for any purpose not expressly authorized by this MOU or subsequent written agreement of the Parties hereto.
- c) Funds awarded or disbursed through the Resilience Fund may not be used to support companies or projects whose primary objectives are litigation, regulatory work or petitioning activities.
- d) Funds released from the Resilience Fund shall be approved by MDNR for the benefit of the Maryland offshore fishing industry.
- e) MDNR will condition the approval of any funding mechanism and/or grant to include reporting requirements and provide for transparency on the allocations and expenditures of funds, and MDNR shall take reasonable steps to ensure that funds disbursed are used for the intended purpose.

VIII. Parties Responsibilities

A. MDNR Responsibilities

1. Monitor compliance with fisheries compensatory mitigation measures in place for US Wind's offshore energy facility.
2. Approve the third-party administrator, guidelines, and eligibility criteria for a Mitigation Fund recommended by US Wind if the fund fails to be established by an RFA.
3. If the design of an RFA is finalized, MDNR shall notify US Wind about the status of a fund administrator and the amount they must contribute to the Mitigation Fund for certain forms of compensation.
4. Ensure that the Resilience Fund shall be used only to fund projects that satisfy the Resilience Fund's objectives, which explicitly do not include

funding for litigation, regulatory work, or petitioning activities. MDNR shall prioritize fund uses consistent with Exhibit B.

5. Regularly communicate with US Wind in writing through the designated representatives identified below.

B. US Wind Responsibilities

1. Ensure that offshore wind facility operations are done in a manner to lessen or avoid adverse effects on natural resources, including fish, marine mammals, and their respective habitats as required under MDNR guidance.
2. US Wind shall report annually to MDNR the status (including fund balances, spending and enrollment where applicable) of the Mitigation Fund, NETP, and the Resilience Fund.
3. US Wind may not require commercial or recreational for-hire fishers to waive rights in exchange for receiving funds from the Mitigation Fund, the NETP or the Resilience Fund (e.g., a non-disclosure agreement), provided, however, that any person filing a claim under this MOU must meet all applicable eligibility requirements and other criteria or procedures developed or to be developed; and further provided that any grant money provided by MDNR may be conditioned consistent with MDNR's discretion, applicable law and the terms of this MOU.

C. MDNR and US Wind Shared Responsibilities

1. The Parties may choose an RFA or other fund administrator to establish any of the fund programs and to determine eligibility requirements to apply.
2. The Parties shall determine the best mechanisms for US Wind to contribute to the three fund programs.
3. The Parties will collaborate with each other to establish agreed-upon data standards for revenue exposure, timeframe, and other factors necessary for establishing the Mitigation Fund.
4. The Parties will determine these data standards prior to the establishment of the Mitigation Fund.
5. The Parties shall meet annually to discuss the operational aspects of this MOU and determine whether any updates to the MOU are necessary.

IX. Communication, Designated Representatives and Notice

- A. Communication. The Parties minimally shall meet on an annual basis to discuss and agree upon the modification of operational aspects of this MOU, to include the administration of the various funds, potential additions or modifications to the proposed vendor list (Exhibit A), changes in fisheries, allocation of facility

displacement funds, uses of any unused direct compensation fund reserves and to determine whether any updates to the MOU or rules of the funds are necessary.

- B. Designated Representatives: This MOU will be administered by MDNR. In order to implement the Program under this MOU, the Parties will designate representatives to identify areas of mutual interest and cooperation and to agree on the details of the Program, using the contact information and email addresses provided below.
- C. Notice. Notices and communication of a legal nature, including the terms of this MOU, shall be deemed made when provided by e-mail and followed by US Mail or other reputable mail courier postmarked within two (2) calendar days following the e-mail notice to each of the persons identified below.

All notices, consents, requests, instructions, approvals, and/or other communications required in this MOU shall be in writing and addressed to the respective parties, as follows:

As to MDNR:

Josh Kurtz, Secretary
580 Taylor Avenue, C-4
Annapolis, MD 21401

As to US Wind, Inc.:

Jeffrey Grybowski, Chief Executive Officer
401 East Pratt Street, Suite 1810
Baltimore, MD 21202
j.grybowski@uswindinc.com

All communications related to technical items and performance of this MOU shall be in writing and addressed to the respective parties, as follows:

As to MDNR:

Katherine Charbonneau, Assistant Secretary for Aquatic Resources
580 Taylor Avenue, C-4
Annapolis, MD 21401

Catherine McCall, Director, Maryland Coastal Zone Management Program
580 Taylor Avenue, E-2
Annapolis, MD 21401

As to US Wind, Inc.:

Ben Cooper, Director of Marine Affairs
b.cooper@uswindinc.com

X. Term, Modifications, and Waiver

- A. This MOU remains in effect until the Parties mutually determine in writing that all of the Parties' responsibilities under the MOU have been completed.
- B. Modification: No provision of this MOU may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Parties and no waiver is effective unless in writing and signed by the Party granting the waiver. All Parties will indicate their consent to or disagreement with any proposed modification within 60 calendar days of receipt of any proposed modifications.
1. The Parties agree to cooperate in good faith to implement the terms of the MOU, which may include modifying the MOU based on the facts and circumstances.
 2. Upon the request of any Party, representatives of all Parties will meet for the purpose of considering modifications to this MOU.
 3. If US Wind materially modifies the above-referenced Project in any manner or there is information that the Project will materially impact coastal resources different from what was initially proposed, MDNR must be notified in writing including an explanation of the nature of the changes. In the event of a material Project modification, MDNR will review the changes for the Project to determine if federal consistency for the purposes of the CZMA has been maintained, consistent with the provisions of the CZMA.
- C. Waiver: No waiver by any Party of any breach by any other Party of any condition or provision of this MOU to be performed by any other Party shall be deemed a waiver of any other provision or condition, nor shall the failure of or delay by any Party in exercising any right, power, or privilege under this MOU operate as a waiver to preclude any other or further exercise of any right, power, or privilege.
- D. Phased Development: The Parties understand that US Wind has proposed to the PSC, and the PSC has accepted, a phased approach to the development of the Project, and the Parties agree to cooperate in good faith to modify the MOU to allow for the allocation of MOU obligations between Project phases.
- E. Assignment: If US Wind sells or transfers the Project, in whole or in part:
1. US Wind shall provide MDNR with notice of the intended transaction prior to the closing of the transaction;
 2. US Wind shall assign the obligations under this MOU to the new Project owner; and
 3. If the new owner of the Project owner is a subsidiary of US Wind, US Wind shall remain jointly liable with its subsidiary for the performance of the obligations under this MOU. If the new Project owner is not a subsidiary

of US Wind, US Wind will be released of all of its liabilities under this MOU as of the effective date of the assignment of the MOU.

- F. Extension or Alteration: Upon a mutual written agreement of the Parties, timeframes listed in this MOU may be extended or altered.

XI. Legal

- A. Dispute Resolution: If a dispute arises under this MOU, the Parties agree to make reasonable efforts to reconcile and resolve the agreement. The parties agree that, within 30 days of a dispute arising, they will meet, in person or by video conference call, to use good faith efforts to resolve the dispute. If the dispute is not resolved at this meeting, the Parties agree to mediate the dispute with a third party.
1. Ultimate resolution of any dispute shall be consistent with this MOU.
 2. Only after these dispute resolution efforts have been undertaken may a Party file an action to enforce the terms of this MOU, unless otherwise agreed by the Parties.
- B. Publicity: The Parties will collaborate in good faith in the preparation of any press release, public announcement, publication or participation in any media interview to the Parties' entry into this MOU or any reference to the Parties' responsibilities as part of this MOU.
- C. Each Party will take appropriate measures to protect any proprietary, privileged or otherwise confidential information obtained from its activities under this MOU or in developing the terms of this MOU. These measures may include marking proprietary, privileged, or other confidential information with a restrictive legend, as well as challenging a demand to discover confidential information in court. MDNR shall respond to duly-filed requests for records or communications relating to this MOU in compliance with the Freedom of Information Act (5 U.S.C. § 552) and/or the Maryland Public Information Act and shall provide US Wind with an opportunity to review any information produced in connection with a request relating to this MOU, as well as sufficient opportunity to take appropriate action to protect against the disclosure of information protected by an applicable law or rule.
- D. Nothing in this MOU is intended to alter, limit, or expand the authority of any Party.
- E. Nothing in this MOU limits informal contact between the Parties.
- F. Nothing in this MOU shall be construed to restrict the State of Maryland from participating in similar activities or legal arrangements with other public or private agencies, organizations, or individuals for future offshore wind projects.
- G. Nothing in this MOU shall restrict any beneficiary of funding under the MOU participating in similar activities or legal arrangements with other public or private agencies, organizations, or individuals for future offshore wind projects.

- H. This MOU is to be implemented in full compliance with all applicable state and federal laws and applicable permits.
- I. Third Party Beneficiaries: No Person other than the Parties hereto is intended to be, or shall be construed as, a third-party beneficiary to this MOU.
- J. Entire Agreement: This MOU constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof or thereof. No representation, inducement, promise, understanding, condition or warranty not set forth in this MOU has been made or relied upon by any Party to this MOU. This right to enforce the terms of this MOU are limited solely to the contractual rights and obligations of the Parties created by this MOU.
- K. Maryland Law: This MOU shall be construed, interpreted, and enforced according to the laws of the State of Maryland. Any legal action brought under this MOU shall be filed exclusively in a state or federal court located in the State of Maryland.
- L. Interpretation: The Parties have entered into this MOU in support of the COP, COP Conditions, FEIS and Record of Decision of BOEM (the “Final BOEM Approvals”) for the Project; the Parties intend for this MOU to be fully consistent with such Final BOEM Approvals and the Final BOEM Approvals shall control in the event of a conflict with the terms of this MOU. If any term of this MOU shall be held invalid as a matter of law, the remainder of the MOU shall not be affected thereby. The word *including* shall mean “including but not limited to.”
- M. Counterparts: The Parties may execute this MOU in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Electronic executed documents shall be deemed and treated as original copies. Delivery of an executed counterpart’s signature page of this MOU, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this MOU.
- N. The Parties intend for this MOU to be a legally binding agreement.
- O. If the Project terminates or is terminated for any reason, US Wind and its affiliates, successors or assigns shall have no further funding or other obligations under this this MOU and shall be released from any and all liability and obligations under this MOU.
- P. Authority: By affixing the signature below, the undersigned represents that they have authority to bind its respective Party to this MOU.

XII. Approvals

IN WITNESS HEREOF, Secretary of the Maryland Department of Natural Resources and the Chief Executive Officer of US Wind, Inc., hereby execute this MOU.



Josh Kurtz
Secretary
Maryland Department of Natural Resources

5/13/2025

Date

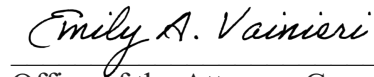


Jeffrey Grybowski
Chief Executive Officer
US Wind, Inc.

May 13, 2025

Date

APPROVED as to form and legal sufficiency



Office of the Attorney General
Department of Natural Resources
May 13, 2025

EXHIBIT A

Navigational Enhancement and Training Program (NETP) Preferred Vendors

Preferred vendors:

Chris' Electronics Corp.

5 Little Bay Rd.
Fairhaven, MA. 02719
508-994-8257

Martek of MD, Inc.

Millsboro, DE.
410-213-0888

Martek Marine Electronics

701 Old Avalon Blvd.
Unit 4
Avalon, New Jersey 08202
609-390-3355

Mid-shore Electronics

12507 Sunset Ave., #11
Ocean City, MD. 21842
410-213-1212

205 Trenton St.
Cambridge, MD. 21613
410-505-4571

Quick USA, Inc.

810 Oregon Ave.
Suite F
Linthicum, MD. 21090
410-636-5991

EXHIBIT B

Resilience Fund Options

A. Preamble

Pursuant to the PSC’s OREC Order No. 91496 in Case No. 9666, “the MOU shall include a plan to mitigate disruption to the commercial and for-hire recreational fishing industry that may be caused by the planned development of the US Wind, Inc. O&M facility at the southeastern point of the West Ocean City Harbor (often referred to as the “Martin” and “Reese” parcels or as 12929 and 12933 South Harbor Road, respectively) (the “**Properties**”), which is being undertaken by US Wind, Inc. pursuant to the OREC orders of the Commission (Conditions 16 and 5E of the Round 1 and Round 2 Orders, respectively). In connection with this mandate, US Wind and MDNR agree that US Wind will pay money into the Resilience Fund based on three Options reflecting the extent to which existing fishing facilities are displaced by the O&M Facility.

B. Resilience Fund Options

Option 1: US Wind’s O&M Facility displaces both existing commercial fishing operations on the Properties.

Option 2: US Wind only partially displaces the commercial fishing operations on the Properties.

Option 3: US Wind does not displace the commercial fishing operations on the Properties.

C. Resilience Fund Options Funding Chart

US Wind intends to fund each item on the Resilience Fund Option Chart on the later of the time provided in the column labeled “Estimated Timeline Need/Fund Release” or thirty days after the closing of the financial investment decision (FID) for the Project.

Resilience Fund Option Funding Chart

	Both Properties	Partial Properties Displacement	No Properties Displacement in WOC	Estimated Timeline Need/Fund Release
Facility Displacement Funds	\$ 19,550,000	\$ 5,550,000	\$ -	See MOU Sec. VII.D.1
Coastal Zoning Analysis	\$ 350,000	\$ -	\$ -	July 2026
Capital funds (land acquisition, facility design, permitting, and construction)*	\$ 15,200,000	\$ 4,000,000	\$ -	
Bulkhead stabilization		\$ 1,000,000	\$ -	
Business interruption funds: shoreside services	\$ 1,000,000	\$ 400,000	\$ -	
Temporary shoreside support services (ice, offloading/catch shuttle space)	\$ 3,000,000	\$ 150,000	\$ -	
West Ocean City Harbor Maintenance Funds	\$ 4,500,000	\$ 4,500,000	\$ 1,500,000	July 2028
Programmatic Funds	\$ 4,224,000	\$ 3,454,000	\$ 1,454,000	
Commercial Fishing	\$ 2,250,000	\$ 2,250,000	\$ 1,140,000	July 2027
Charter Fishing	\$ 500,000	\$ 500,000	\$ 160,000	July 2027
Administrative support (5.5%)	\$ 1,474,000	\$ 704,000	\$ 154,000	July 2026
Total	\$ 28,274,000	\$ 13,504,000	\$ 2,954,000	

* MDNR agrees to prioritize the reasonable requests of any commercial fishing facility continuing to operate on the Properties after US Wind makes its election of Resilience Fund Options.