

Exhibit A-1

Sunrise Wind Rhode Island Fisheries Direct Compensation Program
Term Sheet

I. Purpose and Brief Description

- The Sunrise Wind Rhode Island Fisheries Direct Compensation Program will provide financial compensation not to exceed _____ Million Dollars (\$____,000,000) net present value for economic loss to commercial and charter/for hire fishing as a result of the construction, operation and decommissioning of Sunrise Wind. Sunrise Wind shall fund the Direct Compensation Program within thirty (30) days after the receipt of all final federal, state and local permits, authorizations, concurrences, non-objections and approvals necessary to construct and operate its Project as described in the approved Construction and Operations Plan.
- The Sunrise Wind Rhode Island Fisheries Direct Compensation Program will pay eligible fishermen 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 Agreement between Sunrise Wind and the Rhode Island Coastal Resources Management Council (“CRMC”).
- The Sunrise Wind Rhode Island Fisheries Direct Compensation Program has two key parts:
 - 1) determining which fishermen are eligible for compensation based on their historical fishing activity in Sunrise Wind; and 2) calculating the amount of individual compensation based on an open and transparent predetermined payment framework that may apply a tiered approach. The compensation framework calculates the amount of individual compensation based on a predetermined payment framework to establish actual loss attributable to the construction, operation and decommissioning of Sunrise Wind. The framework may use a tiered approach where every eligible fisherman receives a payment but those with higher historical value landings within Sunrise Wind receive more compensation than those with lesser value landings.

II. Creation, Use and Funding of Sunrise Wind Escrow Account and Technical Assistance Provider

- Sunrise Wind will fund an escrow account for the Sunrise Wind Fisheries Direct Compensation Program in accordance with the

Agreement between Sunrise Wind and CRMC. The escrow will be managed by an independent third party that may be recommended by Sunrise Wind, and in that case, with approval from CRMC after consultation with the Fishermen's Advisory Board ("FAB"), which approval shall not be unreasonably withheld, conditioned or delayed.

- The Technical Assistance Provider ("TAP") will ease the administrative aspects of the program on fishermen. The TAP will be responsible for overseeing the administration of the fund as described below. Sunrise Wind will recommend the TAP with approval from CRMC after consultation with the FAB, which shall not be unreasonably withheld, conditioned or delayed. The Parties recognize that efficiencies will be gained by using the same TAP and other service providers (such as the escrow/investment agent) for South Fork Wind, LLC, Sunrise Wind and any other future projects that are a 50/50 joint venture between Orsted North America Inc. ("Orsted") and Eversource Investment LLC ("Eversource").

III. Pre-Qualifying for Compensation During Any Eligibility Period

- The purpose of any eligibility period is to provide sufficient time for fishermen 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 any eligibility phase, fishermen will be asked to fill out a simple certification form stating that they have fished in the Sunrise Wind area over a three-year period. Fishermen will be required to list the approximate value of their landings from that area over the three years.
- The TAP will be available to assist fishermen with filing for eligibility. All information from fishermen will be kept confidential by the TAP except as required by law.
- Any eligibility period will begin prior to the claims and payment period and will last for a reasonable period of time. To be clear, an eligibility period is not required if the TAP deems it unnecessary. Notwithstanding anything herein to the contrary, each fisherman shall be required to fill out the eligibility form prior to submitting a claim.
- The TAP will approve or reject eligibility submittals during any eligibility period.
- Sunrise Wind and CRMC 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 Fishermen

- The claim and payment period for eligible fishermen to obtain funds from the escrow will begin no later than the completion of Sunrise Wind’s commissioning and will last for a reasonable time period.
- Each payment form shall include a release of liability by the certifying fisherman releasing Sunrise Wind. The form of Release is attached hereto in A-5.
- The amount of the payment will be based on the eligible fisherman’s historical activity in the Sunrise Wind wind lease and export cables area. The amount of payment will be based on the eligible fisherman’s historical activity in the Sunrise Wind wind lease and export cables area and demonstration of losses attributable to Sunrise Wind. Payments also may be established in tiers by fishery. Once any eligibility period ends, tiered payment levels can be established for allocating funds. The TAP will have the responsibility and discretion with respect to establishing the claims assessment and funding framework.
- Payments will be made within a reasonable time frame.
- The TAP will approve claims consistent with any predetermined funding framework. Sunrise Wind and CRMC 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 fisherman.

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Exhibit A-2

Escrow Agreement

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

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Exhibit A-3

Eligibility Form

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Rhode Island Fisheries Direct Compensation Program Eligibility Application

Commercial fishermen and party/charter boat operations must use this form to demonstrate eligibility for compensation under the Sunrise Wind Rhode Island Fisheries Direct Compensation Program. The Rhode Island 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 Sunrise Wind. 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.

This eligibility form may be used 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. RI Commercial Fishing Permit Number: _____
 6. Tax Identification Number (TIN), if applicable: _____
- Party and charter boat information
 1. Vessel Name: _____
 2. RI 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 Rhode Island (as documented on your vessel registration) or be a resident or incorporated business in Rhode Island; and
- You must demonstrate a history of the vessel operating in the Sunrise Wind Project area in the three years prior to eligibility and having incurred a direct impact/direct loss caused by Sunrise Wind.

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 CRMC 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 Rhode Island Department of Environmental Management Division of Marine Fisheries (“RIDEM”) 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 Sunrise Wind 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 Sunrise Wind;
 - 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 Sunrise Wind 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 Sunrise Wind Project Area.
 - If you do not file VTRs with NMFS:
 - You must submit one of the following documents:
 - Rhode Island trip-level reporting data, whether filed electronically (through the Standard Atlantic Fisheries Information System, SAFIS) or via paper; or
 - Documentation that you have authorized RIDEM 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 Sunrise Wind 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 RIDEM or documentation that you have authorized RIDEM 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 Sunrise Wind Project Area.

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Exhibit A-4
Claims Form

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Rhode Island 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 Sunrise Wind project. The Sunrise Wind Rhode Island 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 Sunrise Wind. **Only applicants who have separately filed an eligibility form and been approved to participate in the Sunrise Wind 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 Sunrise Wind 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.
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- 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:

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 Sunrise Wind 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 Sunrise Wind		
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 Sunrise Wind 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 Sunrise Wind 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 SUNRISE WIND		
Year	Number of Trips in Sunrise Wind 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 <i>(Difference Between Post-Claim Event Gross Receipts and Average Annual Pre-Claim Event Gross Receipts)</i>	\$
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- 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 Rhode Island 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 RIDEM 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 RIDEM or documentation that you have authorized RIDEM 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 CRMC 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 Rhode Island 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 Sunrise Wind 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 Sunrise Wind;
 - 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 Sunrise Wind Project.

Exhibit A-5

Release of Liability

I, _____, have submitted a claim for compensation to the Sunrise Wind Rhode Island 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 Sunrise 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 Sunrise 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

Exhibit B-1

Sunrise Wind Coastal Community Fund Term Sheet

I. Purpose

- Sunrise Wind will establish the Sunrise Wind Coastal Community Fund with a payment of ____ Thousand Dollars (\$____,000) to provide grants for initiatives supporting coastal communities in Rhode Island. Sunrise Wind shall fund the Coastal Community Fund within thirty (30) days after the receipt of all final federal, state and local permits, authorizations, concurrences, non-objections and approvals necessary to construct and operate its Project as described in the approved Construction and Operations Plan
- By way of example, but without limitation except as set forth in the Agreement, the Sunrise Wind 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 fishermen;
 - 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

- Sunrise Wind will establish an escrow account that will be overseen by an independent third- party escrow agent that may be recommended by Sunrise Wind with any approval from CRMC after consultation with the FAB, which approval shall not be unreasonably withheld, conditioned or delayed.

- These funds will be used only to fund projects that satisfy the Sunrise Wind Coastal Community Fund’s objectives and as approved by the Sunrise Wind Coastal Community Advisory Council (“Advisory Council”).
- Sunrise Wind 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.
- Upon written instructions from the Advisory Council, the escrow agent will disburse funds directly to the project applicant.
- In the event the fund is oversubscribed, the Advisory Council may approve partial payment of a proposal.

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Exhibit B-2

Form of Fund Agreement

To be prepared after the date hereto

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