

**MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF HUMBOLDT
AND
RWE OFFSHORE DEVELOPMENT, LLC
AND
VINEYARD OFFSHORE, LLC**

This Memorandum of Agreement (“Agreement”) is entered into by the County of Humboldt (“County”); RWE Offshore Development, LLC, a Delaware limited liability company (“RWE”); and Vineyard Offshore, LLC, a Delaware limited liability company (“Vineyard Offshore”) (each a “Party” and, together, the “Parties”); to establish a framework for mutual support, collaboration, and coordination in the successful development of the region’s offshore wind industry.

RECITALS

WHEREAS, the Parties seek to support the development of the Humboldt County Wind Energy Area (WEA), located in federal waters off the coast of the County of Humboldt; and

WHEREAS, significant development of offshore wind and other renewable energy resources in the County of Humboldt depends on the successful analysis, design, and implementation of economic and workforce plans, studies, and policies, which can significantly impact the region’s prosperity, community development, and natural resources; and

WHEREAS, it is essential that the offshore wind industry’s development efforts are undertaken equitably and sustainably, and in partnership with the region’s existing economic development and workforce activities, to address the North Coast region’s unique character, communities, and history; and

WHEREAS, infrastructure investments necessary to support the development of offshore wind must be effectively and collaboratively planned, prioritized, and sequenced as part of regional planning efforts and strategies, in order to maximize the economic opportunities of the offshore wind industry; and

WHEREAS, offshore wind development, if pursued thoughtfully and in genuine partnership with the County, Tribal Nations, and the region’s other local governments, community members and organizations, and other stakeholders, can help promote a diverse and thriving economic landscape; and

WHEREAS, the County Board of Supervisors has directed the County Administrative Office and staff to take reasonable steps necessary to support offshore wind development in a manner that maximizes the benefits to the region, while minimizing and mitigating any unavoidable impacts; and

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WHEREAS, the successful development of the offshore wind industry in the North Coast region requires clear and continuing commitment, collaboration, and coordination by and between the Parties, which in turn requires the dedication of significant human and financial resources; and

WHEREAS, the Parties are committed to working collaboratively to chart a clear and community-responsive path forward for offshore wind's successful, sustainable, and equitable development in the North Coast region in a manner that maximizes regional prosperity and community flourishing; and

WHEREAS, the County currently undertakes comprehensive economic development and workforce planning efforts in collaboration with the public, which can serve to inform and strengthen future community engagement and benefit processes; and

WHEREAS, the County's existing economic development and workforce planning efforts are community-centered public processes with local oversight and involvement, represent both municipal and unincorporated areas, and require periodic renewal—particularly to reflect significant regional economic development changes; and

WHEREAS, the County's economic development and workforce planning efforts include a Comprehensive Economic Development Strategy, the Humboldt County Workforce Development Board Regional and Local Plan, and ancillary supporting studies, which are necessary to qualify for certain state and federal funding programs, and which require considerable expansion in order to chart a clear and community-responsive path forward for shared regional prosperity; and

WHEREAS, the Parties wish to memorialize their shared understanding and to advance regional economic development and workforce planning around offshore wind, as a first step in this important partnership and as part of facilitating a broader community engagement process;

NOW, THEREFORE, for mutual and valid consideration, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Agreement is to promote a mutually supportive relationship between the Parties in planning for the region's economic growth, workforce development, and overall prosperity, which will in turn create a foundation for the sustainable and equitable growth of the offshore wind and related industries.

This Agreement reflects the Parties' shared goals of investing in regional economic and workforce development planning—a process required by state and federal funding agencies, and developed in partnership with community leaders, stakeholders, and Tribal Nations. The Parties further recognize that this is but one step in a broader, community-centered effort to identify key needs, priorities, and policies that can lay the foundation for an equitable, sustainable, and successful offshore wind energy future.

2. Commitment to Cooperate

The Parties agree to cooperate and work together in good faith for the purpose of ensuring that the development of floating offshore wind energy off the coast of Humboldt County advances in a way that seeks to avoid, minimize, and mitigate impacts to the surrounding community, while also promoting sustainable regional economic growth.

To advance this commitment, the Parties further agree to maintain regular and focused communications by informing the other Parties in a timely fashion of relevant developments that could affect or impact the goals of this Agreement, including by sharing relevant knowledge, experiences, and information with the County's representatives, and vice versa.

3. Funding Support for County Economic Development and Workforce Planning

The Parties acknowledge that the County has expended and will continue to expend considerable resources in order to effectively, proactively, and equitably plan for the economic and workforce development of offshore wind. These processes are supported, in part, by federal and state funding, and by local matching and allocated funds from the County, as appropriated by the County's Board of Supervisors.

In light of the Parties' shared interests in the success of the County's efforts in this area, RWE and Vineyard Offshore intend to provide financial support for the County's Regional Planning Processes (as defined below) and agree work with the County in good faith to negotiate a definitive agreement (the "Funding Agreement"), detailing the mechanism, including funding model, amounts, timing, and any other reasonable conditions, whereby RWE and Vineyard Offshore will support specified planning processes. The County plans to expend funds on its Comprehensive Economic Development Strategy process, the Humboldt County Workforce Development Board's Regional and Local Plans, and additional formalized economic development and workforce planning processes ("Regional Planning Processes"). The Funding Agreement shall set forth the terms by which RWE and Vineyard Offshore will provide additional funds to support these Regional Planning Processes.

The County shall use such RWE and Vineyard Offshore contributions solely for the following purposes:

- to defray costs associated with the analysis, creation, and implementation of economic and workforce development plans, studies, and resulting policies related to the development of regional prosperity, including the emerging offshore wind industry; and
- to engage with stakeholders, Tribal Nations, and other community organizations regarding the County's economic and workforce plans and studies, to help inform conversations concerning community benefits commitments related to offshore wind development; and

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- to engage with other workforce development organizations, apprenticeship and pre-apprenticeship programs, labor representatives, stakeholders, and project participants to develop focused training programs, career pipelines, and employer requirements to maximize local workforce readiness for employment in offshore wind development construction, operations, and maintenance.

Following such appropriations and designations, and prior to RWE and Vineyard Offshore providing supportive contributions, the County shall provide documentation of planned expenditures, such as grant agreements and budget documents.

4. General Provisions

Term: This Agreement is effective upon the date last signed and executed by the duly authorized representatives of the Parties (“Effective Date”), and shall continue in full force until December 31, 2026, unless terminated as described below.

Amendment: This Agreement may be amended with the written consent of all Parties, to take effect upon execution by all Parties.

Notice: Notices pursuant to this contract are effective upon delivery in writing as follows:

To County:

Scott Adair
Economic Development Director
County of Humboldt
825 5th Street, Suite 112
Eureka, CA 95501

with a copy to:

Elishia Hayes
County Administrative Officer
County of Humboldt
825 5th Street
Eureka, CA 95501

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To RWE:

James Sun
Development Director
RWE
20 California Street, 5th Floor
San Francisco, CA 94111

with a copy to:

Max Friedman
Assistant General Counsel, US Offshore Wind
RWE Clean Energy, LLC
353 North Clark Street, 30th Floor
Chicago, IL 60610

To Vineyard Offshore:

Jennifer Simon Lento
General Counsel
200 Clarendon St., 18th Floor
Boston, MA 02166
jsimonlento@vineyardoffshore.com

Termination and Dispute Resolution: RWE and Vineyard Offshore shall each have the right to withdraw from this Agreement in case of the County's material breach of this Agreement, or upon a determination with public statement by either such Party that it is no longer pursuing development of its offshore wind lease off the coast of the County. In such case, the rights and responsibilities of the withdrawing Party are terminated. The County shall have the right to terminate this Agreement with regard to either RWE or Vineyard Offshore in case of such Party's material breach of this Agreement. Any Party seeking withdrawal or termination based on material breach shall provide written notice to the other Parties, and the Party allegedly in breach shall have 90 days after such written notice is provided to cure the identified breach. The Parties agree to meet and confer in good faith during this 90-day period in order to resolve disputes prior to withdrawal, termination, or enforcement action. The Parties agree that any disputes arising out of or relating to this Agreement shall be resolved in a Superior Court of the State of California.

Governing Law: This Agreement is executed and shall be governed and construed by the laws of the State of California.

Compliance with Law: The Parties agree that, when acting under this Agreement, each Party shall act at all times in accordance with relevant anti-bribery, anti-corruption, and anti-money laundering laws and regulations.

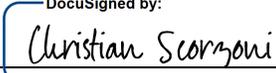
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Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date indicated below.

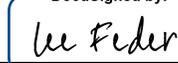
Vineyard Offshore, LLC

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Christian Scorzoni
Vice President, External Affairs

Date: 8/4/2023

RWE Offshore Development, LLC

DocuSigned by:

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Lee Feder
Senior Vice President

Date: 8/7/2023

County of Humboldt

Name: _____

Title : _____

Date: _____