

**CITY OF SALEM & SALEM WIND TERMINAL LLC
HARBOR USAGE FEE AGREEMENT**

This AGREEMENT, entered into upon this 21st day of February, 2024 by and between the CITY OF SALEM, 93 Washington Street, Salem MA, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (herein “City”), the Salem Harbor Port Authority (herein “SHPA”), and Salem Wind Terminal, LLC, a Delaware limited liability company, with offices at 9487 Regency Square Boulevard, Jacksonville, Florida, (herein “SWT”). The City and SHPA are collectively referred to herein as the “Port Authority”. The Port Authority and SWT are collectively referred to herein as the “Parties”.

Whereas, SWT is the lessee of a certain parcel of land of approximately 42.3 acres in Salem, Massachusetts (the "SWT Property") and shown on a plan entitled "67 Derby Street, Plan of Land Located in Salem Massachusetts, endorsed September 12, 2023 and recorded with the Essex South Registry of Deeds in Plan Book 41841 Page 207, (the "Plan"), a copy of which is attached to this agreement as Exhibit A; and,

Whereas, SWT leases such property from the State of Massachusetts Clean Energy Technology Center ("MassCEC") for the buildout, operation, and maintenance of an offshore wind terminal on the SWT Property; and,

Whereas, Salem’s jurisdictional waters, including its Harbor, are a mixed use, heavily utilized waterway with moored and/or transiting commercial, sport and recreational vessels active throughout the year; and,

Whereas, the Port Authority has the right to monitor and coordinate vessel traffic movements and activities to promote safe, equitable, efficient and productive marine operations for all users of Salem’s jurisdictional waters and legal authority and right to impose fees (including without limitation harbor usage fees), taxes, tariffs (including without limitation wharfage, demurrage and/or dockage), dues, charges or similar impositions on vessels utilizing and calling on port facilities in Salem Harbor (“Tariffs”); and,

Whereas, notwithstanding the Port Authority’s legal right to charge Tariffs, the Parties desire to memorialize the type of Tariffs that may be charged to vessels calling on the SWT Terminal; and,

Whereas, this agreement is to impose a Harbor Usage Fee in lieu of Tariffs, applicable only to certain vessels transiting the harbor and mooring at SWT and shall not be construed to apply or transfer to any other tax, fee or charge levied by the City of Salem regarding real property or City services.

Now therefore, in consideration of the foregoing and for other good and valuable consideration, the Parties agree as follows:

1. The Whereas recitals above are incorporated herein.
2. The Port Authority agrees not to impose or seek to impose any Tariffs on vessels utilizing the SWT Terminal except as expressly set forth in this Agreement.

3. The Port Authority shall retain its right to charge Tariffs for vessels scheduled by the Port Authority calling on SWT Terminal pursuant to the Wharfing Rights Agreement.
4. The Port Authority may assess a Harbor Usage Fee as outlined in the table below for each arrival of a vessel bound for SWT Terminal that is engaged in offshore wind construction, marshaling, and/or operations. Such fee shall be adjusted effective on January 1 of each year of this agreement by an amount equal to the change in the Consumer Price Index (CPI-U Boston) published by the U.S. Bureau of Labor Statistics for the preceding calendar year, but subject to an annual maximum increase of 6%. In no year will Harbor Usage Fee amounts be less than the previous year. The Harbor Usage Fee shall be applicable to all commercial vessels self-propelled or otherwise, including ships, tugs, barges, floating foundations, or combination units separate or fast to one another. However, the Harbor Usage Fee shall not apply to tugs exclusively assigned to ship/vessel docking assist in the Port.

Vessel Registry and Length*	Harbor Usage Fee
US Flag Vessels Under 150'	No Fee
US Flag Vessels 150' – 224'	\$500.00
US Flag vessels 225' – 374'	\$1,000.00
US Flag vessels 375' and longer	\$1,500.00
All Foreign Flag Vessels	\$2,500.00

*Vessel length shall be measured/considered from stem to stern along the centerline and shall be applied to combination units as a sum whether pushing ahead or from alongside, (hip).

5. In addition to the fees set forth above, SWT agrees to pay the Salem Harbor Port Authority \$15,000 annually for organizational/administrative costs.
6. The Port Authority shall be responsible for the invoicing of the Harbor Usage Fee. However, SWT shall provide the Port Authority with a Notice of Arrival complete with name, IMO/Official number as appropriate, flag state, vessel type, cargo type and complete ship agent contact for each vessel calling on the SWT to which the Harbor Fee would apply. The notice shall be tendered to the Port Authority not later than 24 hours in advance or upon the departure of the vessel from its previous port of call/location.
7. This agreement shall be in effect for 25 years unless mutually agreed to extend; provided, however, that this agreement shall be coterminous with SWT's lease with MassCEC for the SWT Terminal. The parties further agree to meet and discuss in good faith any appropriate changes to the above-described Harbor Usage Fee structure and annual contribution at 7-year intervals during the term of this Agreement. Any changes to these items are subject to mutual agreement, and this Agreement may not be modified or amended without the mutual written agreement of the Parties and MassCEC (the parties agree MassCEC shall be a third-party beneficiary of this agreement solely for this purpose).

In witness whereof, THE CITY OF SALEM, SALEM HARBOR PORT AUTHORITY and SALEM WIND TERMINAL, LLC have caused this Agreement to be executed by their respective duly authorized officials and officers as of the date and year first above written.

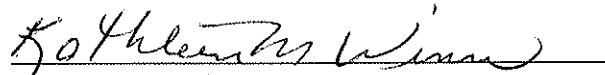
CITY OF SALEM, MASSACHUSETTS



Dominick Pangallo, Mayor,
duly Authorized

[City of Salem Signature Page to the Harbor Usage Fee Agreement]


SALEM HARBOR PORT AUTHORITY

A handwritten signature in cursive script, appearing to read "Kathy Winn", written over a horizontal line.

Kathy Winn, Chair,
duly authorized

[Salem Harbor Port Authority Signature Page to the Harbor Usage Fee Agreement]

SALEM WIND TERMINAL, LLC

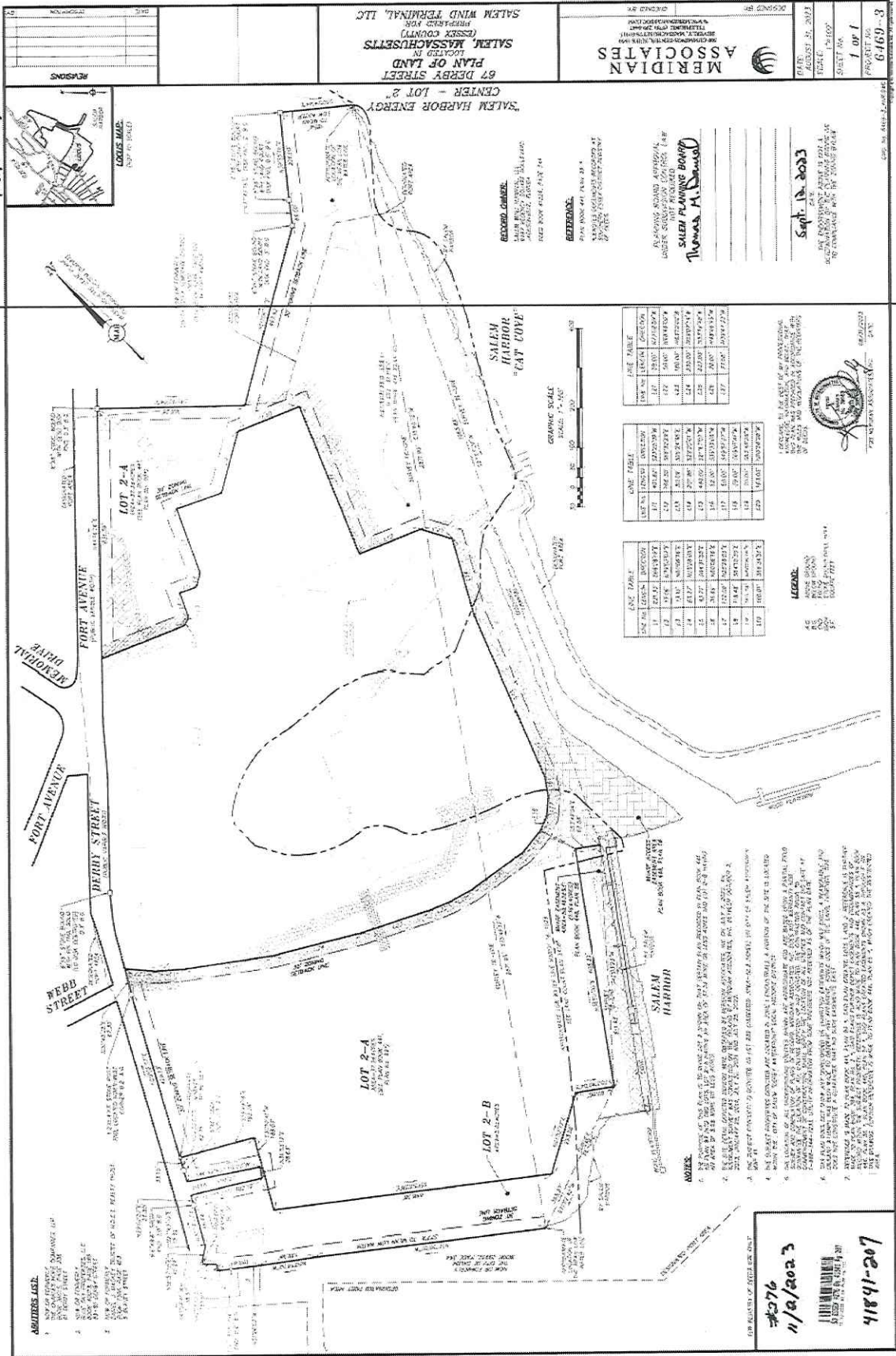


Robert B. Karl, Senior Vice President,
duly Authorized

[Salem Wind Terminal LLC Signature Page to the Harbor Usage Fee Agreement]

Exhibit A

1/18/21 - 2027



- ASSURERS LIST:**
1. SALEM ENERGY COMPANY, INC.
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 9. SALEM ENERGY COMPANY, INC.
 10. SALEM ENERGY COMPANY, INC.

- NOTES:**
1. THE PORTION OF THE SITE TO BE DEVELOPED BY THE SALEM ENERGY COMPANY, INC. IS SHOWN AS LOT 2-A AND LOT 2-B.
 2. THE PORTION OF THE SITE TO BE DEVELOPED BY THE SALEM ENERGY COMPANY, INC. IS SHOWN AS LOT 2-4.
 3. THE SALEM ENERGY COMPANY, INC. HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE SALEM ENERGY COMPANY, INC.
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AREA TABLE

NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (AC.)
1	LOT 2-A	1,127,000	25.7
2	LOT 2-B	1,127,000	25.7
3	LOT 2-4	1,127,000	25.7
4	TOTAL	3,381,000	77.1

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LEGEND:

1. LOT 2-A

2. LOT 2-B

3. LOT 2-4

4. TOTAL

LEGEND:

1. LOT 2-A

2. LOT 2-B

3. LOT 2-4

4. TOTAL

MERIDIAN ASSOCIATES

67 DERBY STREET
SALEM, MASSACHUSETTS
01970

PROJECT NO. 6469-3
SHEET NO. 1 OF 1

DATE: 11/2/2023

DESIGNED BY: SALEM ENERGY COMPANY, INC.

DATE: 11/2/2023

BY: [Signature]

SALEM HARBOR ENERGY CENTER - LOT 2

67 DERBY STREET
SALEM, MASSACHUSETTS
01970

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