UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT

LEASE OF SUBMERGED LANDS FOR RENEWABLE ENERGY ACTIVITIES ON THE OUTER CONTINENTAL SHELF

Office
Herndon, VA
Lease Number OCS-A 0495
Rental Rate $3 per acre per year

This lease is made under the authority of Section 43 U.S.C. 1337, subsection 8(p) of the Outer Continental Shelf Lands Act of August 7, 1953 (43 U.S.C. 1331 et seq.), as amended, (hereinafter called the "Act"), between the United States of America, (hereinafter called "Lessor") acting through the Bureau of Ocean Energy Management, its authorized officer, and Florida Atlantic University Board of Trustees (hereinafter called "Lessee"). In consideration of the promises, terms, conditions, covenants, and stipulations contained herein or attached hereto, the parties mutually agree as follows:

Section 1. Rights of Lessee. Lessor hereby grants and leases to Lessee the exclusive right, subject to the terms and conditions of this lease, to conduct the renewable energy activities described in Exhibit "B" on the area of submerged lands of the Outer Continental Shelf (OCS) described in Exhibit "A" hereof, such area hereinafter referred to as the "lease area." The rights granted Lessee herein are limited to the activities described in Exhibit "B" hereof and confer no preferential right to acquire, develop or operate commercially any renewable energy project on the OCS.

Section 2. Reservations to Lessor. All rights in the lease area not expressly granted to Lessee by the Act or this lease are hereby reserved to Lessor. Lessor reserves the right to authorize other uses on the lease area that will not unreasonably interfere with activities authorized under this lease.

Section 3. Effective Date and Lease Term. This lease will be effective on the first day of the month following the date it is signed by both parties (hereinafter "effective date"). Except as otherwise provided in Section 7(b) below, this lease will expire five years from the effective date unless Lessor, acting at its sole discretion upon the written request of Lessee, extends the term of this lease.

Section 4. Statutes and Regulations. This lease is issued subject to the Act, all applicable regulations, orders, guidelines, and directives issued pursuant to the Act.

Section 5. Rentals. Lessee will pay Lessor a rental amount as shown on the face hereof and in accordance with Exhibit B, Section I. General Stipulation, 1. Payments.

Section 6. Notice of Commencement or Termination of Activities. Lessee will notify Lessor at least 72 hours prior to installation, maintenance or removal of any Mooring and

Telemetry Buoy (MTB) and anchor system described in the Project Plan submitted pursuant to Section 7. Lessee will notify Lessor any time an MTB or anchor system is out of service due to unscheduled maintenance for a period greater than 7 calendar days and at least 72 hours prior to returning the MTB or anchor system to service.

Section 7. **Project Plan.** All activities described in Exhibit B (a), will be conducted in accordance with a Project Plan (hereinafter called the "Plan") prepared by Lessee and submitted to Lessor.

(a) Lessee may not conduct activities described in Exhibit B (a) until Lessor has acknowledged receipt of the Plan and has raised no objections within 60 calendar days of receipt, or Lessor notifies Lessee that subsequent modifications to the Plan have satisfied Lessor's objections. Within 45 calendar days after submission of the Plan, Lessee will hold a meeting with Lessor to review the Plan.

(b) This lease will terminate one year following the effective date if prior to that date Lessee has not submitted to Lessor a Plan as provided in this section and Lessee has not notified Lessor of the reasons why a Plan has not been submitted. If Lessee has not submitted to Lessor a Plan as provided in this section but has notified Lessor of the reasons why a Plan has not been submitted, then Lessor, at its sole discretion, may grant Lessee additional time to submit a Plan. If Lessor does not grant Lessee additional time to submit a Plan, then this lease will terminate on the date that Lessor notifies Lessee of this decision.

(c) The Plan will include the following information in form and content satisfactory to Lessor:

(1) A schedule of the proposed MTB and Anchor System deployment, installation, and relocation; facility inspections and maintenance intervals; and technology testing within the lease area.
(2) Results of all surveys conducted to support the submission of the Plan;
(3) A description of the proposed activities, including the technology intended to be utilized in conducting activities authorized by this lease and all surveys Lessee intends to conduct;
(4) The surface location and water depth for all proposed facilities to be constructed and/or installed in the lease area;
(5) General structural and project installation information;
(6) A description of the safety and environmental protection features or measures that Lessee will use;
(7) A description of how facilities on the lease area will be removed and the lease area restored as required by Section 17 below;
(8) A Contingency Plan identifying the risks of equipment failure and the measures that Lessee will put in place to secure the site and notify Lessor in the event of equipment failure; and
(9) Any other information reasonably requested by Lessor to ensure Lessee's activities on the OCS are conducted in a safe and environmentally sound manner.

(d) Lessee agrees to conduct periodic reviews and inspections of activities under this lease to ensure compliance with the provisions of the Plan and the terms and conditions of this lease. Lessee will submit a schedule of in-service inspections (number, type and scope) as well as

specific protocols for conducting post-event (environmental, operational, accidental, etc.) audits and investigations with the Plan. Lessee will retain copies of all inspection reports for the duration of the lease term and three years thereafter.

(e) Any proposed modifications to the Plan after initial acceptance by Lessor under Section 8(a) will be submitted to Lessor. Lessee may not conduct any activities under the modified Plan until Lessor has acknowledged receipt of the modified Plan and has raised no objections within 60 calendar days of receipt, or Lessor notifies Lessee that subsequent changes to the Plan have satisfied Lessor's objections.

Section 8. **Compliance.** Lessee will not conduct any activities on the lease area until it has obtained all necessary governmental approvals. Furthermore, Lessee agrees to conduct all activities in the lease area in accordance with all applicable laws, rules and regulations.

Lessee further agrees that no activities authorized by this lease will be carried out in a manner that: (1) could interfere with or endanger activities or operations under any lease issued or maintained pursuant to the Act or under any other license or approval issued by any Federal agency in accordance with applicable law prior to the issuance of this lease; (2) could cause any undue harm or damage to marine life; (3) could create hazardous or unsafe conditions; (4) could unreasonably interfere with or harm other uses of the lease area; or (5) could adversely affect sites, structures, or objects of historical or archaeological significance without notice to and direction from Lessor on how to proceed.

Section 9. **Progress Reports.**

(a) Lessee will submit to Lessor a quarterly progress report that will include a brief narrative of the overall progress since the beginning of the lease term or since the last progress report.

(b) Lessee will make available to Lessor upon request all studies, surveys, inspections or test reports compiled or completed during the duration of the lease term and three years thereafter and all raw data and analyses and computational models used by Lessee to interpret such data.

(c) At the conclusion of the activities covered by this lease, or at the termination of this lease, whichever comes first, Lessee will submit a final progress report. The final progress report will include, at a minimum, a comprehensive narrative of Lessee's activities and results from testing, surveys and inspections.

(d) Lessee will retain copies of all such progress and other reports for the duration of the lease term and three years thereafter.

Section 10. **Confidentiality.** To the extent permitted by applicable law, in particular the Freedom of Information Act and implementing regulations, Lessor will keep confidential all information, including but not limited to studies, surveys, or test reports, received from Lessee for the duration of the lease term and three years thereafter, unless disclosure is agreed to by Lessee and all relevant third parties. Lessor will follow the procedures set forth in 43 CFR § 2.23 with respect to objections to requests for commercial or financial information. Lessor will be entitled to retain all reports and similar work product delivered to it by Lessee.

Section 11. **Inspections.** Lessor will conduct scheduled and unscheduled inspections of

facilities engaged in renewable energy activities associated with this lease to verify compliance with lease and regulatory requirements and adherence to the Plan. Lessee will: (1) allow prompt access to any authorized Federal inspector to the site of any activities conducted pursuant to this lease; and (2) provide any reports, documents and records that are pertinent to occupational or public health, safety, or environmental protection that may be requested by Lessor or other authorized Federal inspectors. Lessee will incorporate these requirements in any contract between Lessee and third parties conducting activities on the lease area.

Section 12. Violations, Suspensions and Cancellations. If Lessee violates any provision of this lease, Lessor may, after giving written notice ordering Lessee to cease and remedy all such violations, suspend any further activities of Lessee under this lease. Lessee may continue activities that are necessary to remedy any violation. If Lessee fails to remedy all violations within 30 days after receipt of a suspension notice, Lessor may, by written notice, cancel this lease and take appropriate action to recover all costs incurred by Lessor by reason of such violation(s). Cancellation of this lease due to any violation of the provisions of this lease by Lessee will not entitle Lessee to compensation. Lessor, by written notice, may also suspend or cancel this lease when it is necessary (1) to comply with judicial decrees; (2) to respond to a serious threat of imminent harm or injury to human life, or natural, historical or archaeological resources; and (3) to respond to national security or defense requirements.

Section 13. Hold Harmless Clause. Lessee hereby agrees to hold Lessor harmless from any claim caused by or resulting from any of Lessee's operations or activities on the lease area or arising out of any activities conducted by or on behalf of Lessee or its employees, contractors (including Operator, if applicable), subcontractors, or their employees, under this lease, including claims for:

a. loss or damage to natural resources,
b. the release of any petroleum or any Hazardous Materials,
c. other environmental injury of any kind,
d. damage to property,
e. injury to persons, and/or
f. costs or expenses incurred by Lessor.

Lessee will not be liable for any losses or damages proximately caused by the activities of Lessor or Lessor's employees, contractors, subcontractors, or their employees. Nothing in this lease will be construed as to (i) deny either party any remedy or defense otherwise available to such party; (ii) waive the sovereign immunity of the State of Florida or any of its agencies, subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statutes; or (iii) waive any liability or relieve Lessee from any penalties, sanctions, or claims that would otherwise apply by statute, regulation, operation of law, or could be imposed by Lessor or other government agency acting under such laws.

"Hazardous Material" means

1. Any substance or material defined as hazardous, a pollutant, or a contaminant under the *Comprehensive Environmental Response, Compensation, and Liability Act* at 42 U.S.C. §§ 9601(14) and (33);
2. Any regulated substance as defined by the *Resource Conservation and Recovery Act* ("RCRA") at 42 U.S.C. § 6991 (7), whether or not contained in or released from underground storage tanks, and any hazardous waste regulated under RCRA pursuant to 42 U.S.C. §§ 6921 *et seq.*;
3. Oil, as defined by the *Clean Water Act* at 33 U.S.C. § 1321(a)(1) and the *Oil Pollution*

Act at 33 U.S.C. § 2701(23); or
4. Other substances that applicable Federal, state, tribal, or local laws define and regulate as "hazardous."

Section 14. Financial Assurance. Lessee will maintain at all times a surety bond or other form of financial assurance approved by Lessor in the amount of $300,000 and will furnish such additional financial assurance as may be required by Lessor if, at any time during the term of this lease, Lessor deems such additional financial assurance to be necessary.

Section 15. Assignment or Transfer of Lease. This lease may not be assigned or transferred in whole or in part without prior written approval of Lessor. Lessor reserves the right, in its sole discretion, to deny approval of any transfer or assignment.

Section 16. Surrender of Lease. Lessee may surrender this lease by filing with Lessor a written relinquishment that will be effective on the date of filing, subject to the responsibility to remove property and restore the lease area pursuant to Section 17.

Section 17. Removal of Property and Restoration of the Lease Area on Termination of Lease. Unless otherwise authorized by Lessor, pursuant to the applicable regulations in 30 CFR Part 585, Lessee must remove or decommission all facilities, and obstructions and clear the seafloor of all obstructions created by activities on the lease area within two years following lease termination, whether by expiration, cancellation, contraction, or relinquishment, in accordance with any approved Decommissioning Application, and applicable regulations in 30 CFR Part 585.

Section 18. Debarment Compliance. Lessee will comply with the Department of the Interior's nonprocurement debarment and suspension regulations as required by 2 CFR Parts 180 and 1400 and will communicate the requirement to comply with these regulations to persons with whom it does business related to this lease by including this term in its contracts and transactions.

Section 19. Equal Opportunity Clause. During the performance of this lease, the Lessee shall fully comply with paragraphs (1) through (7) of section 202 of Executive Order 11246, as amended (reprinted in 41 CFR 60-1.4(a)), and the implementing regulations, which are for the purpose of preventing employment discrimination against persons on the basis of race, color, religion, sex, or national origin. Paragraphs (1) through (7) of section 202 of Executive Order 11246, as amended, are incorporated in this lease by reference.

Section 20. Certification of Nonsegregated Facilities. By entering into this lease, the Lessee certifies, as specified in 41 CFR 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "facilities" means, but is not limited to, any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees. Segregated facilities include those that are segregated by explicit directive or those that are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise; provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy as appropriate. The Lessee further

agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to awarding contracts or subcontracts unless they are exempt under 41CFR 60-1.5.

Section 21. Notices. Except for notices required under Section 6, which Lessee may provide orally, all notices or reports provided under the terms of this lease will be in writing. Notices will be delivered to the Lease Representative electronically, by hand, by facsimile, or by United States first class mail, adequate postage prepaid, to the specific persons listed below. Any party's address may be changed from time-to-time by such party giving notice as provided above. Until notice of any change of address is delivered as provided above, the last recorded address of either party will be deemed the address for all notices required under this lease. For all operational matters, notices will be provided to the party's Operations Representative as well as the Lease Representative.

Section 22. Severability Clause. If any provision of this lease is held unenforceable, all remaining provisions of this lease will remain in full force and effect.

Section 23. Modification. Unless otherwise authorized by the applicable regulations in 30 CFR Part 585, this lease may be modified or amended only by mutual agreement of Lessor and Lessee. No such modification or amendment will be binding unless it is in writing and signed by the Lease Representatives of both Lessor and Lessee.

Florida Atlantic University Board of Trustees	The United States of America
Lessee	Lessor
(Signature of Authorized Officer)	(Signature of Authorized Officer)
John W. Kelly	Maureen A. Bornholdt
(Name of Signatory)	(Name of Signatory)
President	Chief, Office of Renewable Energy Programs
(Title)	(Title)
May 27, 2014	May 30, 2014
(Date)	(Date)

APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT

EXHIBIT "A"

DESCRIPTION OF LEASED AREA AND LEASE ACTIVITIES

Lease Number OCS-A 0495

I. Lessor and Lessee Contact Information

Lessee Company Number: 15041

(a) Lessor's Contact Information

	Lease Representative	**Operations Representative**
Name	Maureen A. Bornholdt	Same as Lease Representative
Title	Program Manager	
Address	U.S. Department of the Interior Bureau of Ocean Energy Management 381 Elden Street, HM1328 Herndon, Virginia 20170	
Phone	(703) 787-1300	
Fax	(703) 787-1708	
Email	Maureen.Bornholdt@boem.gov	

(b) Lessee's Contact Information

	Lease Representative	**Operations Representative**
Name	CAMILLE E. COLEY, J.D.	SAME AS LEASE REPRESENTATIVE
Title	ASST. VICE PRESIDENT FOR RESEARCH	
Address	FL. ATLANTIC UNIVERSITY, DIVISION OF RESEARCH 777 GLADES RD, AD-10, ROOM 392 BOCA RATON, FL. 33431	
Phone	(561) 297-3461	
Fax	(561) 297-2098	
Email	CCOLEY@FAU.EDU	

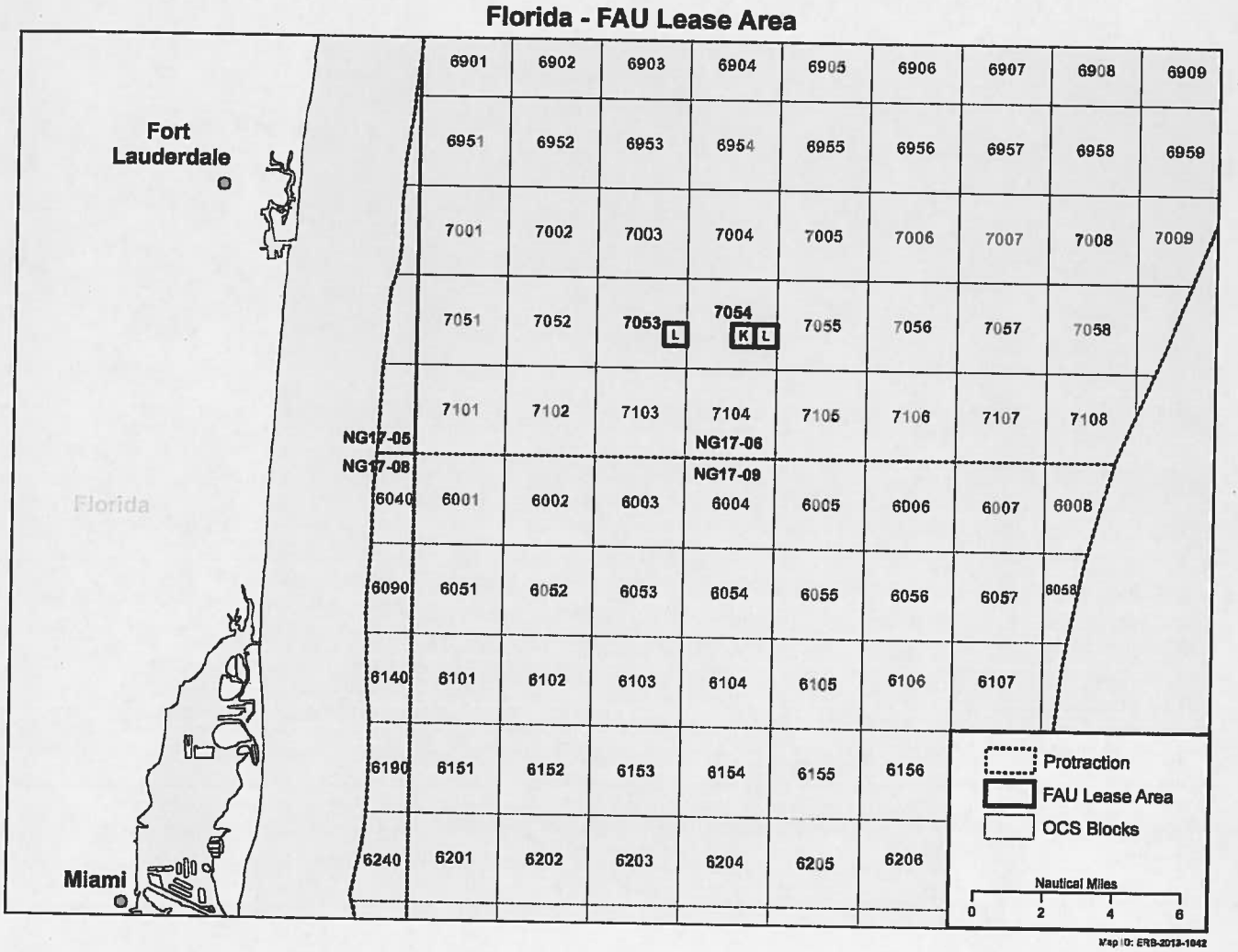
II. Description of Leased Area

The total acreage of the lease area is approximately 1,068 acres.

This area is subject to later adjustment, in accordance with applicable regulations (e.g., contraction, relinquishment, etc.).

The following Blocks or portions of Blocks lying within Official Protraction Diagram Bahamas NG17 06, are depicted below and comprise 1,068 acres, more or less. For the purposes of these calculations, a full Block is 2,304 hectares. The acreage of a hectare is 2.471043930.

Block 7053, NE1/4 of SE1/4
Block 7054, N1/2 of SE1/4



III. Renewable Energy Resource

Ocean Current

IV. Description of the Project

A project to conduct ocean current research activities, including; constructing, installing, using, upgrading, maintaining, and removing buoys and ocean current turbines (OCT) on the lease area.

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT

EXHIBIT "B"

TECHNOLOGY TESTING AND
DATA COLLECTION ACTIVITIES
RELATED TO OCEAN CURRENT RESOURCES

Lease Number OCS-A 0495

This lease grants Lessee the right to conduct the following renewable energy activities for ocean current resources on the lease area.

Constructing, installing, using, upgrading, maintaining, and removing buoys and ocean current turbines (OCT), to study ocean current flow, motion, frequency, speed, rise and fall, or direction, and collect other ocean current data in order to determine the potential to harness the ocean current resources on the lease area for the production of electricity.

Lessee may only conduct renewable energy activities described in the paragraph above in accordance with a Project Plan, required by Section 7 of this lease. Lessee must comply with the following stipulations when conducting renewable energy activities related to this lease.

I. General Stipulations

1. Payments

For rent paid during the term of the lease, Lessee must make payments in accordance with 30 CFR 1218.51. Lessee must pay the first year's rent 45 calendar days after the lease's effective date. Subsequent annual rent must be paid each year on the anniversary of the lease effective date.

II. Environmental Stipulations

2. Definitions

Definition of "Archaeological Resource": The term "archaeological resource" has the same meaning as "archaeological resource" in 30 CFR 585.112.

Definition of "Qualified Marine Archaeologist": The term "qualified marine archaeologist" means a person retained by Lessee who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology (48 FR 44738-44739), and has experience analyzing marine geophysical data.

Definition of "Dynamic Management Area (DMA)": The term "DMA" refers to a temporary area designated by National Oceanic and Atmospheric Administration (NOAA) National Marine

Fisheries Service (NMFS) and consisting of a circle around a confirmed North Atlantic right whale sighting. NMFS expands the radius of this circle incrementally with the number of whales sighted, and a buffer is included beyond the core area to allow for whale movement. Mandatory or voluntary speed restrictions may be applied by NOAA NMFS within DMAs. Information regarding the location and status of applicable DMAs is available from the NMFS Office of Protected Resources.

Definition of "High Resolution Geophysical Survey (HRG Survey)": The term "HRG Survey" means a marine remote-sensing survey using, but not limited to, such equipment as side scan sonar, magnetometer, shallow and medium (seismic) penetration sub-bottom profiler systems, narrow beam or multibeam echo sounder, or other such equipment employed for the purposes of providing data on geological conditions, identifying shallow hazards, identifying archaeological resources, charting bathymetry, and gathering other site characterization information.

Definition of "Listed Species": The term "listed species," also referred to in adjective form as "listed," means any species of fish, wildlife, or plant that has been determined to be endangered or threatened under Section 4 of the Endangered Species Act. Listed species are provided in 50 CFR 17.11-12.

Definition of "Protected-Species Observer": The term "protected-species observer," or "observer," means an individual who is trained in the behavior and shipboard identification of protected species. Protected species include marine mammals (those protected under the Endangered Species Act and those protected under the Marine Mammal Protection Act) and sea turtles.

Definition of "Ramp-up": The term "ramp-up" means the process of incrementally increasing the acoustic source level of HRG survey equipment until it reaches the operational setting.

3. General Environmental Stipulations

3.1. Survey Plan. At least 30 calendar days prior to the pre-survey meeting Lessee must submit a survey plan to Lessor. The survey plan must provide details of the surveys that Lessee intends to conduct to support submission of its Plan.

3.2. Pre-Survey Meeting. At least 30 calendar days prior to the commencement of survey activity in support of the Plan or any modification thereof, Lessee must meet with Lessor to discuss the survey plan.

3.3. Pre-Deployment Meeting. Prior to the initial deployment of any mooring and telemetry buoys (MTBs) or OCTs, Lessee must meet with Lessor to ensure that the deployment activities will be conducted in compliance with the terms of the lease.

3.4. OCT Testing Reporting Requirements. Lessee must provide Lessor, U.S. Fish and Wildlife Service, and NMFS with annual reports, summarizing all video recorded responses of animals to underwater OCT testing, and provide video recordings upon request. The first such report must be submitted one year after commencement of OCT testing.

3.5. Navigation.

3.5.1. Any deployed MTBs must be designated 'special marker buoys' indicating a special area/feature referred to in charts and other nautical publications. The MTBs must be colored solid yellow, and show yellow lights with a slow-flashing rhythm (not a quick-flashing rhythm) with a luminous range of at least 5 nautical miles (nmi).

3.5.2. The deployment vessel must either minimize the scope of the mooring line to the buoy to prevent mariners from attempting to pass between the buoy and the vessel or have a yellow-lighted buoy placed on the line to alert mariners.

3.6. Visual Impairment. Lessee must not conduct OCT testing at any time when lighting or weather conditions (e.g., rain, fog, and sea state) prevent visual monitoring of the exclusion zone.

3.7. Marine Trash and Debris Prevention. Lessee must ensure that vessel operators, employees, and contractors engaged in activity in support of Plan submittal are briefed on marine trash and debris awareness and elimination, as described in the Bureau of Safety Environmental Enforcement Notice To Lessees (NTL) No. 2012-G01 ("Marine Trash and Debris Awareness and Elimination") or any NTL that supersedes this NTL, except that Lessor will not require Lessee, vessel operators, employees, and contractors to undergo formal training or post placards. Lessee must ensure that these vessel operator employees and contractors are made aware of the environmental and socioeconomic impacts associated with marine trash and debris and their responsibilities for ensuring that trash and debris are not intentionally or accidentally discharged into the marine environment. The above-referenced NTL provides information Lessee may use for this awareness training.

4. Stipulations Specific to the Protection of Archaeological Resources

4.1. Archaeological Identification Survey. Lessee must survey for the purpose of identifying archaeological resources prior to undertaking any seafloor disturbing activities associated with this lease. Lessee's survey must provide coverage of the entire area of the seafloor that could potentially be impacted by the activities associated with this lease. This includes the area where all components of the mooring system, at each of the installation locations, may contact the seafloor; including the drop area for the anchor, the anchor drag embedment distance, and any additional areas where anchor chain/wire may contact the seafloor. The survey must take the form of either:

4.1.1. A side scan sonar survey conducted at no greater that a 30-meter line spacing and following the general technical guidance for side scan sonar survey provided in BOEM's *Guidelines for Providing Geological and Geophysical, Hazards, and Archaeological Information Pursuant to 30 CFR Part 585*; or

4.1.2. A remotely operated underwater vehicle (ROV) survey, employing an ROV equipped with digital recording capabilities. The ROV must be equipped with acoustic positioning and sector-scanning sonar. The ROV survey must provide continuous video imaging of the seafloor area that may be impacted by activities associated with this lease. The video imagery must be of sufficient quality to visually identify the presence of, and to geographically delineate the extent of, a

potential archaeological resource. Video, sonar, and navigation information must be recorded to DVD and made available to BOEM, if requested. Lessee's Qualified Marine Archaeologist must be present to direct, observe, and monitor the ROV investigation.

4.1.3. Any additional remote sensing data that is gathered (e.g., sub-bottom profiler or multibeam echosounder) must also be used to inform the archaeological identification survey.

4.2. Archaeological Assessment Report. Lessee must prepare an archaeological assessment report, which presents the results of the archaeological identification survey, for each proposed mooring location. The archaeological assessment report(s) must be submitted with the Plan. If additional mooring locations are proposed after submittal of the initial Plan, an additional archaeological assessment report(s) must be submitted with each Plan modification.

4.3. Avoidance of Archaeological Resources. If Lessor's review of Lessee's archaeological assessment report concludes that an archaeological resource may be present, Lessor will specify a minimum distance by which all proposed seafloor-disturbing activities must avoid the potential archaeological resource.

4.4. Qualified Marine Archaeologist. Lessee must ensure that a Qualified Marine Archaeologist conduct the analysis of archaeological identification survey data collected and prepare the archaeological assessment reports and any reports of further archaeological investigations.

4.5. No Impact without Approval. In no case may Lessee knowingly impact a potential archaeological resource without Lessor's prior approval.

4.6. Post-Review Discoveries. If Lessee, Lessee's subcontractors, or any agent acting on behalf of Lessee, while conducting activities on the lease, discovers a potential archaeological resource, such as the presence of a shipwreck (e.g., a sonar image or visual confirmation of an iron, steel, or wooden hull, wooden timbers, anchors, concentrations of historic objects, piles of ballast rock, etc.), prehistoric artifacts, and/or relict landforms, etc. within the project area, Lessee must:

1. Immediately halt seafloor/bottom-disturbing activities within the area of discovery;
2. Notify Lessor within 24 hours of discovery;
3. Notify Lessor in writing via report to Lessor within 72 hours of discovery;
4. Keep the location of the discovery confidential and take no action that may adversely affect the archaeological resource until Lessor has made an evaluation and instructs the applicant on how to proceed; and
5. Conduct any additional investigations as directed by Lessor to determine if the resource is eligible for listing in the National Register of Historic Places (30 CFR 585.802(b)). Lessor will do this if: (1) the site has been impacted by Lessee's project activities; or (2) impacts to the site or to the area of potential effect cannot be avoided. If investigations indicate that the resource is potentially eligible for listing in the National Register of Historic Places, Lessor will tell Lessee how to protect the resource or how to mitigate adverse effects to the site. If Lessor incurs costs in protecting the resource, under Section 110(g) of the National Historic Preservation Act, Lessor may charge

Lessee reasonable costs for carrying out preservation responsibilities under the OCS Lands Act (30 CFR 585.802(c-d)).

5. Stipulations Specific to the Protection of Avian and Bat Resources

5.1. Other than those lights required for navigational safety, Lessee may leave vessel lights (e.g, work lights, deck lights) on only when necessary and such lights must be hooded downward and directed when possible to reduce upward illumination and illumination of adjacent waters. These requirements apply to lighting on all support vessels.

5.2. Lessee must install anti-perching devices on any deployed MTBs.

6. Stipulations Specific to the Protection of Benthic Resources

6.1. Benthic Habitat Surveys. Lessee must conduct the following benthic habitat surveys at the deployment site of bottom-founded appurtenances (e.g., mooring anchor for an MTB) prior to their deployment on site. A description of these benthic habitat survey activities must be included as a component of the required survey plan.

6.1.1. Acoustic Seafloor Imagery. Lessee must conduct high resolution or side scan sonar geophysical surveys to delineate hard-bottom habitat. Lessee must collect and retain both bathymetry and backscatter information. These surveys must provide full coverage of the areas of potential adverse effect plus a minimum 1,000 ft (304.8 m) around the areas of potential adverse effect. Survey lines must have sufficient overlap to avoid data gaps and provide cross-checking between lines for quality control. For dual-frequency side scan surveys, line spacing must provide overlapping coverage for both the low and high-frequency data channels.

6.1.2. Acoustic Sub-bottom Imagery. Lessee must conduct a shallow-penetration sub-bottom survey (e.g., Chirp sub-bottom profiling system) to encompass the seafloor footprint of bottom disturbing activity. The results must be of sufficient quality to allow Lessor and Lessee to delineate the thickness of unconsolidated sediment at the proposed mooring site.

6.1.3. Optical Seafloor Imagery. Lessee must ensure the following optical (i.e., video and still photographic imagery) imaging is conducted prior to the deployment of bottom-founded appurtenances.

6.1.3.1. Benthic habitat must be optically imaged, identified, and characterized within a minimum of 126,025 m^2 (126.0 hectares) for each mooring location.

6.1.3.2. Seafloor video imagery must be continuous along each transect and be taken from no more than 1-2 m off the seafloor.

6.1.3.3. Seafloor imagery must include still imagery of at least 1 megabyte in quality of biological targets. Potential biological targets include hard corals, octocorals, fish and invertebrates, and tilefish habitat (troughs and terraces intermingled with sand, mud, or shell hash).

6.1.3.4. Still images must be captured at 5 minute intervals while over unconsolidated sediment habitat and continuously over all hard-bottom habitats (no less than 3 images per minute).

6.1.3.5. Images must be georeferenced and stored in digital format for analysis. Digital still images must be analyzed using CPCe software (or similar) to

determine percent cover of hardbottom substrates and major taxonomic groups in areas of biological interest.

6.1.3.6. Images must be analyzed in greater detail to determine faunal composition and organism densities in areas of biological interest. Field notes and video/photo data must be reviewed and summarized to identify habitats and faunal distributions. Summary geospatial data must be transmitted to Lessor in standard geospatial information system formats.

6.2. Benthic Habitat Avoidance Measures. Lessee must ensure that the deployment sites of bottom-founded appurtenances (e.g. mooring anchor for each MTB) avoid sensitive benthic habitat features through the measures described below unless otherwise authorized by Lessor.

6.2.1. Lessee must avoid placement of the mooring system within 152 m (500 ft) of sensitive benthic habitats, defined as: troughs and terraces intermingled with sand, mud, or shell hash at depths of 150-300 m (492-984 ft) associated with golden tilefish essential fish habitat areas of particular concern; rock overhangs, rock outcrops, manganese-phosphorite rock slab formations, and rocky reefs associated with blueline tilefish essential fish habitat areas of particular concern; and high density deepwater coral communities including stony coral, gorgonian corals, black corals, and hydrocorals.

6.2.2. Lessor may increase this required avoidance distance by up to an additional 152 m (500 ft) for a total distance of up to 305 m (1,000 ft) for particular identified sensitive benthic habitat.

6.3. Benthic Habitat Reporting Requirements. All benthic habitat characterization survey data must be submitted to Lessor with the Plan or modification thereof as described in Section 8 of the lease. Data must be submitted in the form of summary written reports and digital geospatial data files.

7. Stipulations Specific to Protected Marine Mammal, Sea Turtle and Fish Species

7.1. Lessee must instruct all personnel associated with the project of the potential presence of protected species and the need to avoid collisions with protected species.

7.2. Lessee must ensure all relevant personnel observe project-related activities for the presence of these species.

7.3. Lessee must advise all personnel that there are civil and criminal penalties for harming, harassing, or killing protected species, which are protected under the Endangered Species Act of 1973, the Florida Manatee Sanctuary Act and the Marine Mammal Protection Act (MMPA).

7.4. Vessel-Strike Avoidance Measures. Lessee must ensure that all vessels conducting activity in support of Plan submittal comply with the vessel-strike avoidance measures specified in stipulations 7.4.1. through 7.4.8., except under extraordinary circumstances when the safety of the vessel or crew are in doubt or the safety of life at sea is in question.

7.4.1. Lessee must ensure that vessel operators and crews maintain a vigilant watch for cetaceans, pinnipeds, smalltooth sawfish and sea turtles and slow down or stop their vessel to avoid striking these protected species.

7.4.2. Lessee must ensure that all vessel operators comply with 10 knot (18.5 km/hr)

speed restrictions in any Dynamic Management Area (DMA). In addition, Lessee must ensure that vessels 65 ft (20 m) in length or greater, operating from November 1 through July 31, operate at speeds of 10 knots (18.5 km/hr) or less.

7.4.3. North Atlantic right whales

7.4.3.1. Lessee must ensure all vessels maintain a separation distance of 500 m (1,640 ft) or greater from any sighted North Atlantic right whale.

7.4.3.2. Lessee must ensure that the following avoidance measures are taken if a vessel comes within 500 m (1,640 ft) of a North Atlantic right whale:

7.4.3.2.1. If underway, any vessels must steer a course away from any sighted North Atlantic right whale at 10 knots (18.5 km/hr) or less until the 500 m (1,640 ft) minimum separation distance has been established (except as provided in 7.4.3.2.2.).

7.4.3.2.2. If a North Atlantic right whale is sighted within 100 m (328 ft) to an underway vessel, the vessel operator must immediately reduce speed and promptly shift the engine to neutral. The vessel operator must not engage the engines until the North Atlantic right whale has moved outside the vessel's path and beyond 100 m (328 ft).

7.4.3.2.3. If a North Atlantic right whale is sighted within 100 m (328 ft) of a stationary vessel, the vessel must not engage engines until the North Atlantic right whale has moved beyond 100 m (328 ft), at which point Lessee must comply with 7.4.3.2.1.

7.4.4. Non-delphinoid cetaceans other than the North Atlantic right whale

7.4.4.1. Lessee must ensure all vessels maintain a separation distance of 100 m (328 ft) or greater from any sighted non-delphinoid cetacean other than a North Atlantic right whale.

7.4.4.2. Lessee must ensure that the following avoidance measures are taken if a vessel comes within 100 m (328 ft) of any non-delphinoid cetacean other than a North Atlantic right whale:

7.4.4.2.1. If any non-delphinoid cetacean is sighted, the vessel underway must reduce speed and shift the engine to neutral, and must not engage the engines until the non-delphinoid cetacean has moved beyond 100 m (328 ft).

7.4.4.2.2. If a vessel is stationary, the vessel must not engage engines until the non-delphinoid cetacean has moved beyond 100 m (328 ft).

7.4.5. Delphinoid cetaceans

7.4.5.1. Lessee must ensure that all vessels maintain a separation distance of 50 m (164 ft) or greater from any sighted delphinoid cetacean.

7.4.5.2. Lessee must ensure the following avoidance measures are taken if the vessel comes within 50 m (164 ft) of a sighted delphinoid cetacean:

7.4.5.2.1. Lessee must ensure that any vessel underway remain parallel to a sighted delphinoid cetacean's course whenever possible, and avoid excessive speed or abrupt changes in direction. Lessee may not adjust course and speed until the delphinoid cetacean has moved beyond 50 m (164 ft) and/or the delphinoid cetacean has moved abeam of the underway vessel.

7.4.5.2.2. Lessee must ensure that any vessel underway reduce its speed to

10 knots (18.5 km/hr) or less when pods (including mother/calf pairs) or large assemblages of delphinoid cetaceans are observed. Lessee may not adjust course and speed until the delphinoid cetaceans have moved beyond 50 m (164 ft) and/or abeam of the underway vessel.

7.4.6. West Indian Manatees

7.4.6.1. Lessee must ensure all vessels observe established speed limits for operation of their vessels within Manatee Protection Zones pursuant to federal regulations and Florida State law (50 CFR 17.108 and FWC, 2011a; 2011c). Vessel speed restrictions in these zones range from idle speeds up to 22 knots (40.2 km/hr), depending on the area.

7.4.6.2. Within the Manatee Protection Zones, Lessee must ensure that if a manatee is sighted within 15.2 m (50 ft) of an underway vessel, the vessel operator must immediately reduce speed and promptly shift the engine to neutral. The vessel operator must not engage the engines until the manatee has moved outside the vessel's path and beyond 15.2 m (50 ft).

7.4.6.3. Lessee must ensure that if a manatee is sighted outside of established Manatee Protection Zones, all vessels reduce their speed to less than 10 knots (18.5 km/h) and maintain a separation distance of 50 m (164 ft) or greater from any sighted manatees.

7.4.6.3.1. Lessee must ensure that if a manatee is sighted within 50 m (164 ft) of an underway vessel, the vessel operator must steer a course away from the manatee at 'no wake speed' until the separation distance of 50 m (164 ft) has been established.

7.4.6.3.2. Lessee must ensure that if a manatee is sighted within 50 m (164 ft) of a stationary vessel, the vessel must not engage engines until the manatee has moved beyond 50 m (164 ft).

7.4.7. Sea turtles, pinnipeds and smalltooth sawfish. Lessee must ensure all vessels maintain a separation distance of 50 m (164 ft) or greater from any sighted sea turtle, pinniped, or smalltooth sawfish.

7.4.8. Vessel Operator Briefing. Lessee must ensure that all vessel operators are briefed to ensure they are familiar with the requirements specified in 7.4.

7.5. Lease Stipulations for OCT Testing and Operations. Lessee must comply with the following requirements when conducting activities in the lease area, including tow testing of an OCT device. Lessee must also comply with the Vessel-Strike Avoidance Measures included in section 7.4.

7.5.1. At least one NMFS-approved protected species observer must be on watch to monitor and report any protected species sightings during OCT testing operations;

7.5.2. If a North Atlantic right whale is seen within a 100 m (328 ft) radius of the active daily OCT testing/operation equipment, the OCT device must be shut down and all appropriate precautions must be implemented to ensure the whale's protection (Section 7.4.3.). Activities may not resume until the exclusion zone (100 m / 328 ft) between the North Atlantic right whale and the OCT testing/operation equipment has been clear of North Atlantic right whales for at least 30 minutes;

7.5.3. If a protected species other than a North Atlantic right whale is seen within 15.2 m (50 ft) of the active OCT testing/operation equipment, Lessee must immediately cease operation of the OCT device. Activities may not resume until (1) the

protected species has moved at least 100 m (328 ft) away from the OCT testing/operation equipment of its own volition, and the 100 m (328 ft) zone has been clear of protected species for at least 30 minutes; or (2) the protected species has moved at least 15.2 m (50 ft) away from the tow testing operation equipment of its own volition and the protected species observer has determined, after a minimum of 10 minutes of observation, that the protected species is remaining between 15.2 m (50 ft) and 100 m (328 ft) of the OCT testing/operation equipment of the animal's own volition.

7.6. Lease Stipulations for High Resolution Geophysical (HRG) surveys

7.6.1. Visibility. Lessee must not conduct HRG surveys in support of a Plan at any time when lighting or weather conditions (e.g., darkness, rain, fog, sea state) prevent visual monitoring of the HRG survey exclusion zone. If Lessee intends to conduct HRG survey operations in support of a Plan at night or when visual observation is otherwise impaired, Lessee must submit to Lessor an alternative monitoring plan detailing the alternative monitoring methodology (e.g. night-vision devices, active or passive acoustic monitoring technologies). Lessor may, after consultation with NMFS, decide to allow Lessee to conduct HRG surveys in support of Plan submittal at night or when visual observation is otherwise impaired using the proposed alternative monitoring methodology.

7.6.2. Protected Species Observer. Lessee must ensure that the exclusion zone for all HRG surveys performed in support of Plan submittal are monitored by a NMFS-approved protected species observer. Lessee must provide to Lessor a list of observers and their résumés no later than 45 calendar days prior to the scheduled start of surveys performed in support of a Plan. The résumés of any additional observers must be provided at least 15 calendar days prior to each observer's start date. Lessor will send the observer information to NMFS for approval.

7.6.3. Optical Device Availability. Lessee must ensure that reticle binoculars and other suitable equipment are available to each observer to adequately perceive and monitor protected species within the exclusion zone during HRG surveys conducted in support of a Plan.

7.6.4. Sound Disturbance/Harassment. In order to further minimize the risk of causing sounds that might disturb or harass marine mammals, smalltooth sawfish and sea turtles, stipulations specific to HRG surveys (e.g. side scan sonar, multibeam sonar, sub-bottom profilers, and depth sounder) operating at frequencies below 200 kHz and broadband source levels not exceeding 226 dB (dB re 1 uPA at 1m) conducted in support of a Plan are provided in 7.6.4.1. through 7.6.4.8.:

7.6.4.1. Establishment of Default Exclusion Zone. Lessee must ensure a 500 m (1640 ft) default exclusion zone for cetaceans, pinnipeds, smalltooth sawfish and sea turtles. Lessee must ensure that the exclusion zone is monitored by a protected species observer around the electromechanical sound source survey equipment. Lessee may not use HRG survey devices that emit sound levels that exceed the 160 dB Level B harassment zone boundary without approval by Lessor. As a condition of approval, Lessor may impose additional, relevant requirements on Lessee, including but not limited to, required expansion of this exclusion zone.

7.6.4.2. Modification of Exclusion Zone Per Lessee Request. Lessee must use the

field-verification method described below to request modification of the exclusion zone for specific HRG survey equipment under consideration. Any new exclusion zone radius proposed by Lessee must be based on the most conservative measurement of the 160 dB Level B harassment zone. This modified zone must be used for all subsequent use of field-verified equipment and may be periodically re-evaluated based on the regular sound monitoring described below. Lessee must obtain Lessor approval of any new exclusion zone before it is implemented.

7.6.4.3. Field Verification of Exclusion Zone. If Lessee wishes to modify the existing exclusion zone, Lessee must conduct field verification of the exclusion zone for HRG survey equipment operating below 200 kHz. Lessee must take acoustic measurements at a minimum of two reference locations and in a manner that is sufficient to establish the following: source level (peak at 1 meter) and distance to the 180, 160, and 150 dBrms re 1μPa sound pressure level (SPL) isopleths as well as the 187 dB re 1μPa cumulative sound exposure level (cSEL). Sound measurements must be taken at the reference locations at two depths (i.e., a depth at mid-water and a depth at approximately 1 m (3.28 ft) above the seafloor). Lessee must report the field verification results to Lessor in the Plan, unless otherwise authorized by Lessor.

7.6.4.4. Clearance of Exclusion Zone. Lessee must ensure that active acoustic sound sources will not be activated until the protected species observer has reported the exclusion zone clear of all cetaceans, pinnipeds, smalltooth sawfish and sea turtles for 60 minutes.

7.6.4.5. Electromechanical Survey Equipment Ramp-Up. Lessee must ensure that when technically feasible, a ramp-up of the electromechanical sound source survey equipment occurs at the start or re-start of HRG survey activities. A ramp-up would begin with the power of the smallest acoustic equipment for the HRG survey at its lowest power output. The power output would be gradually turned up and other acoustic sources added in a way such that the source level would increase in steps not exceeding 6 dB per 5-min period.

7.6.4.6. Shut Down for Non-Delphinoid Cetaceans, Smalltooth Sawfish and Sea Turtles. If a non-delphinoid cetacean, smalltooth sawfish or sea turtle is sighted at or within the exclusion zone, an immediate shut-down of the electromechanical sound source survey equipment is required. The vessel operator must comply immediately with such a call by the observer. Any disagreement should be discussed only after shut-down. Subsequent restart of the electromechanical sound source survey equipment must use the ramp-up provisions described in 7.6.4.5. and may only occur following clearance of the exclusion zone of all cetaceans, pinnipeds, and sea turtles for 60 minutes.

7.6.4.7. Power Down for Delphinoid Cetaceans and Pinnipeds. If a delphinoid cetacean or pinniped is sighted at or within the exclusion zone, the electromechanical sound source survey equipment must be powered down to the lowest power output that is technically feasible. The vessel operator must comply immediately with such a call by the observer. Any disagreement or discussion may occur only after power-down. Subsequent power up of the electromechanical survey equipment must use the ramp-up provisions

described in 7.6.4.5. and may only occur after (1) the exclusion zone is clear of delphinoid cetaceans and pinnipeds or (2) the protected species observer has determined after a minimum of 10 minutes of observation that the delphinoid cetacean and/or pinniped is approaching the vessel or towed equipment at a speed and vector that indicates voluntary approach to bow-ride or chase towed equipment. An incursion into the exclusion zone by a non-delphinoid cetacean or sea turtle during a power-down requires implementation of the shut-down procedures described in 7.6.4.6.

7.6.4.8. Pauses in Electromechanical Survey Sound Source. Lessee must ensure that if the electromechanical sound source shuts down for reasons other than encroachment into the exclusion zone by a non-delphinoid cetacean, smalltooth sawfish or sea turtle, including, but not limited to, mechanical or electronic failure, resulting in the cessation of the sound source for a period greater than 20 minutes then, Lessee must restart the electromechanical survey equipment using the full ramp-up procedures (*see* 7.6.4.5.) and only after the observer has observed clearance of the exclusion zone of all cetaceans, pinnipeds, smalltooth sawfish and sea turtles for 60 minutes. If the pause is less than 20 minutes, the equipment may be re-started as soon as practicable at its operational level as long as visual surveys were continued diligently throughout the silent period and the exclusion zone remained clear of cetaceans, pinnipeds, smalltooth sawfish and sea turtles. If visual surveys were not continued diligently during the pause of 20-minutes or less, Lessee must restart the electromechanical survey equipment using the full ramp-up procedures (*see* 7.6.4.5.) and only after the observer has observed clearance of the exclusion zone of all cetaceans, pinnipeds, smalltooth sawfish and sea turtles for 60 minutes.

7.7. ROV operations. Lessee must ensure that at least one NMFS-approved protected species observer is on watch during daylight hours to monitor and report any marine mammal, smalltooth sawfish and sea turtle sightings during ROV operations.

7.8. Reporting Requirements for Protected Species. Lessee must ensure compliance with the following reporting requirements for site characterization activities performed in support of Plan submittal and must use the contact information provided in 7.8.1. through 7.8.2., or updated contact information as provided by Lessor, to fulfill these requirements where appropriate:

7.8.1. Reporting Observed Impacts to Protected Species. The observer must report any observations concerning impacts on listed marine mammals, sea turtles or smalltooth sawfish to Lessor and the NMFS Southeast Region's Stranding Hotline (1-877-433-8299 or current) within 48 hours.

7.8.2. Reporting Injured or Dead Protected Species.

7.8.2.1. Lessee must ensure that sightings of any injured or dead protected species (e.g., marine mammals, smalltooth sawfish or sea turtles) are reported to NMFS Southeast Region's Stranding Hotline (1-877-433-8299 or current) within 24 hours of sighting, regardless of whether the injury or death is caused by a vessel. In addition, if the injury or death was caused by a collision with a project-related vessel, Lessee must ensure that the incident is immediately reported to Lessor and NMFS Southeast Region's Stranding Hotline (1-877-

433-8299 or current). Lessee must report any injuries or mortalities using the Incident Report in Appendix A. If Lessee's activity is responsible for the injury or death, Lessee must ensure that the vessel assist in any salvage effort as requested by NMFS.

7.8.2.2. Lessee must ensure that any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Vero Beach (1-772-562-3909) and to FWC at ImperiledSpecies@myFWC.com. Lessee must report any injuries or mortalities using the Incident Report in Appendix A.

7.8.3. Report Information. Lessee must ensure that the protected species observer record all observations of protected species using standard marine mammal observer data collection protocols. The list of required data elements for these reports is provided in Appendix B.

7.8.4. Report of Activities and Observations. Lessee must provide Lessor with a report within 90 calendar days following the commencement of HRG activities that includes all protected species observer reports, a summary of the survey activities and an estimate of the number of listed marine mammals, smalltooth sawfish and sea turtles observed or taken during these survey activities. Lessee must provide Lessor with annual reports with the first due on the first anniversary of the lease effective date and a final report summarizing all protected species sightings and actions taken in response to those sightings.

7.8.5. Field Verification Plan for Modification of HRG Survey Exclusion Zone. No later than 45 days prior to the commencement of the field verification activities pursuant to 7.6.4.3., Lessee must submit a plan for verifying the sound source levels of any electromechanical survey equipment operating at frequencies below 200 kHz to Lessor. The field verification plan must demonstrate how the field verification activities will comply with the requirements of 7.6.4.3. Lessor may require that Lessee modify the plan to address any comments Lessor submits to Lessee on the contents of the plan in a manner deemed satisfactory to Lessor prior to the commencement of the field verification activities.

7.8.6. Marine Mammal Protection Act Authorization(s). If Lessee is required to obtain an authorization pursuant to section 101(a)(5) of the Marine Mammal Protection Act prior to conducting survey activities, then Lessee must provide to Lessor a copy of the authorization prior to commencing these activities.

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT

APPENDIX "A" TO EXHIBIT B

Lease Number OCS-A 0495

Incident Report: Protected Species Injury or Mortality

Photographs/Video should be taken of all injured or dead animals.

Observer's full name: _____

Reporter's full name: _____

Species Identification: _____

Name and type of platform: _____

Date animal observed: _____ Time animal observed: _____

Date animal collected: _____ Time animal collected: _____

Environmental conditions at time of observation (i.e. tidal stage, Beaufort Sea State, weather):

_____

_____

Water temperature (°C) and depth (m/ft) at site: _____

Describe location of animal and events 24 hours leading up to, including and after, the incident (incl. vessel speeds, vessel activity and status of all sound source use): _____

_____

_____

_____

_____

_____

Photograph/Video taken: YES / NO If Yes, was the data provided to NMFS? YES / NO
(Please label *species, date, geographic site* and *vessel name* when transmitting photo and/or video)

Date and Time reported to NMFS Stranding Hotline: _____

Smalltooth Sawfish (*Pristis pectinata*) Information:

Fork length (or total length): _____

Condition of specimen/description of animal: _____

_____

_____

_____

Fish Decomposed: NO SLIGHTLY MODERATELY SEVERELY

Fish tagged: YES / NO If Yes, *please record all tag numbers.*

Tag #(s):_____

Genetic samples collected: YES / NO

Genetics samples transmitted to:_____on____/_____/201....

Sea Turtle Species Information: *(please designate cm/m or inches)*

Species:_____Weight (kg or lbs):_____

Sex: Male Female Unknown

How was sex determined?:_____

Straight carapace length:_____Straight carapace width:_____

Curved carapace length:_____Curved carapace width:_____

Plastron length:_____Plastron width:_____

Tail length:_____Head width:_____

Condition of specimen/description of animal:_____

_____

_____

Existing Flipper Tag Information

Left:_____Right:_____

PIT Tag#:_____

Miscellaneous:

Genetic biopsy collected: YES NO Photographs taken: YES NO

Turtle Release Information:

Date:_____Time:_____

Latitude:_____Longitude:_____

State:_____County:_____

Remarks: (note if turtle was involved with tar or oil, gear or debris entanglement, wounds, or mutilations, propeller damage, papillomas, old tag locations, etc.)_____

_____

_____

_____

Marine Mammal information: *(please designate cm/m or ft/inches)*

Length of marine mammal (note direct or estimated): _____

Sex of marine mammal (if possible): _____

How was sex determined?: _____

Confidence of Species Identification: SURE UNSURE BEST GUESS

Description of Identification characteristics of marine mammal: _____

_____

_____

_____

_____

Genetic samples collected: YES / NO

Genetic samples transmitted to: _____ on ____/_____/201....

Fate of marine mammal: _____

_____

_____

_____

Description of Injuries Observed: _____

_____

_____

_____

Other Remarks/Drawings: _____

_____

_____

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY MANAGEMENT

APPENDIX "B" to EXHIBIT B

Lease Number OCS-A 0495

REQUIRED DATA ELEMENTS FOR PROTECTED SPECIES OBSERVER REPORTS

Per Stipulation 7.5.1, EXHIBIT B, the Lessee must ensure that the protected species observer record all observations of protected species using standard marine mammal observer data collection protocols. These reports must contain at least the following data elements:

1. Vessel name;
2. Observers' names and affiliations;
3. Date;
4. Time and latitude/longitude when daily visual survey began;
5. Time and latitude/longitude when daily visual survey ended; and
6. Average environmental conditions during visual surveys including:
   a. Wind speed and direction;
   b. Sea state (glassy, slight, choppy, rough, or Beaufort scale);
   c. Swell (low, medium, high, or swell height in meters); and
   d. Overall visibility (poor, moderate, good).
7. Species (or identification to lowest possible taxonomic level);
8. Certainty of identification (sure, most likely, best guess);
9. Total number of animals;
10. Number of calves/juveniles (if distinguishable);
11. Description (as many distinguishing features as possible of each individual seen, including length, shape, color and pattern, scars or marks, shape and size of dorsal fin, shape of head, and blow characteristics);
12. Direction of animal's travel – related to the vessel (drawing preferable);
13. Behavior (as explicit and detailed as possible; note any observed changes in behavior);
14. Activity of vessel when sighting occurred.

United States Department of the Interior
BUREAU OF OCEAN ENERGY MANAGEMENT
WASHINGTON, DC 20240-0001

MAY - 5 2014

Ms. Camille E. Coley
Assistant Vice President for Research
Florida Atlantic University, Division of Research
777 Glades Road, ADM 206
Boca Raton, Florida 33431

Dear Ms. Coley:

The Bureau of Ocean Energy Management (BOEM) is pleased to offer lease OCS-A 0495, along with the associated Exhibits, to the Florida Atlantic University Board of Trustees. Lease OCS-A 0495 comprises approximately 1,068 acres. Instructions on how to accept and execute the lease is included below.

For lease OCS-A 0495, you must comply with the following requirements and the materials must be received by BOEM within ten (10) business days of receipt of this letter:

1) Execute and return the three copies of lease OCS-A 0495. Please include lease and operations contact information on EXHIBIT A of the lease instrument.

2) Provide a surety bond or other form of BOEM-approved financial assurance in the amount of $300,000 to guarantee compliance with all terms and conditions of lease OCS-A 0495.

After confirming compliance with the above requirements, BOEM will execute the lease on behalf of the United States and send you one fully executed copy. Your lease will become effective on the first day of the month following the date the lease is signed by both parties, unless you request, and we approve, effecting the lease on the first day of the month in which it is signed by BOEM. Please note that for lease OCS-A 0495, the first year's rent in the amount of $3,204 is due 45 calendar days after the lease's effective date.

Please do not hesitate to contact Mr. Casey Reeves at (703) 787-1320 if you have any questions regarding the issuance of your lease.

Sincerely,

Maureen A. Bornholdt
Program Manager
Office of Renewable Energy Programs

Enclosures