

**AGREEMENT
AMONG THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE, AND
SKELETON CREEK WIND, LLC,
ADDRESSING THE SKELETON CREEK WIND PROJECT
NEAR GOLTRY, OKLAHOMA**

This is an agreement among the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, the Department of the Air Force (MILDEP), acting through the Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI) (collectively, the “DoD parties”), and Skeleton Creek Wind, LLC (“Project Owner” or “Owner”). Together, these three entities are referred to as “parties” and individually as a “party.” Any reference to “DoD parties” means both parties and does not indicate that one party acts for or on behalf of the other. In this agreement, DoD does not include the United States Army Corps of Engineers when engaged in its civil works program, including any permitting actions.

This agreement is entered into pursuant to section 183a of title 10, United States Code, and part 211 of title 32, Code of Federal Regulations.

Attachments A, *Federal Aviation Administration Filings for Skeleton Creek Wind Project*; B, *Skeleton Creek Wind Turbines and Project Area*; and C, *Curtailed Communications Protocol*, are attached to this agreement and made a part hereof.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. PURPOSE.

A. Objective. The objective of this agreement is to mitigate any potential adverse impact and to minimize risks to national security while allowing the Skeleton Creek Wind Project ("project") to proceed with development.

B. De-confliction. Analysis suggests that a conflict exists between the MILDEP’s operation of Vance Air Force Base (installation) and spinning wind turbines associated with the project as originally filed. The originally filed Skeleton Creek Wind Project included turbines that would adversely impact the Vance AFB Digital Air Surveillance Radar (DASR) and the Kegelman Air Force Auxiliary Field NEXRAD weather radar. The parties have focused on de-conflicting these activities and agree that the terms below will allow the mutual goals of the parties to be met.

SECTION 2. DEFINITIONS.

A. Access. “Access” means either to enter a physical space or to remotely read, copy, edit, divert, release, alter the state of, or otherwise affect information technology systems (e.g., network, data, security, software, hardware).

B. Actual Curtailment Hours. Hours of curtailment, beginning when rotor blade rotation stops and the blades are locked in accordance with this agreement.

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. The positive difference, if any, of the projected curtailment hours minus the actual curtailment hours for such fiscal year.

E. CFIUS. Committee on Foreign Investment in the United States.

F. CFR. Code of Federal Regulations.

G. Curtailment. The cessation of wind turbine operations when the wind turbine blades are not spinning and are locked. Curtailment requires that all of a turbine’s rotor blades be completely precluded from rotation about the rotor hub.

1. Curtailment begins when rotor blade rotation stops and the blades are locked.
2. Curtailment ends after the MILDEP provides notification to Project Owner that cessation of operations is no longer required.
3. Curtailment is measured by hours (or any fraction thereof).

H. Day. A calendar day unless indicated otherwise.

I. DoD. Department of Defense, an executive department of the United States.

J. FAA. Federal Aviation Administration, an agency of the United States Department of Transportation.

K. Fiscal Year. The period that begins on October 1st and ends at the beginning of October 1st of the following year.

L. Hour. A temporal hour of 60 minutes, not a mega-watt hour. In order to account for fractions of an hour, hours will be calculated by rounding up the time measured to the nearest full minute, then dividing that number by 60, and expressing the quotient as a positive number out to three decimal places. By way of illustration only, if the measured amount of time were 46 minutes and 20 seconds, the time would be rounded up to 47 minutes, and because 47 divided by 60 equals 0.783333333, the number of hours would be expressed as 0.783.

M. MILDEP. Department of the Air Force, a military department of the United States.

N. National Security or Defense Purpose. An emergency circumstance where the President of the United States, the Secretary of Defense, or a combatant commander under 10 U.S.C section 164 directs a change to the mission of the installation in support of emergency circumstances. An emergency circumstance does not include routine changes to the mission of the installation.

O. Project. The Skeleton Creek Wind Project, which will consist of no more than 90 of the proposed wind turbines identified on Attachment A by ASN or by substitute ASNs submitted in accordance with section 3.E.3 of this agreement. The location, but not the height or number, of the turbines may be altered in accordance with the terms in section 3.A of this agreement.

P. Project Owner. Skeleton Creek Wind, LLC, and its successors and assigns.

Q. RAM. Radar Adverse impact Management is the technical process designed to minimize the adverse impact of obstruction interference on a radar system. It involves a visit to the radar site by technicians to adjust applicable radar parameters.

R. Siting Clearinghouse. Military Aviation and Installation Assurance Siting Clearinghouse established pursuant to 10 U.S.C. section 183a.

S. U.S.C. United States Code.

SECTION 3. MITIGATION WITH VOLUNTARY CONTRIBUTION

A. In General. This agreement is structured to ensure Project Owner may construct and operate the project without adversely impacting DoD military operations and readiness. Project Owner agrees to limit the total number of project wind turbines to no more than 90 and meteorological towers to no more than 5. Project Owner agrees that all wind turbines and meteorological towers will not exceed a maximum height of 499 feet above ground level (AGL). Project Owner agrees to restrict the construction of the project wind turbines and meteorological towers to the specific geographic coordinates listed in Attachment B. Project Owner agrees to install Night Vision Goggle (NVG) compatible lighting on all turbines and meteorological towers associated with the project that are required by FAA to have lighting. For RAM scheduling, Project Owner shall notify NORAD via email (n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil) when the project is between 30-60 days prior to completion and again when the project is completed and operational so the RAM can be accomplished.

B. Impact Analysis during Test Energy Phase. Following the installation of each wind turbine, Project Owner shall conduct testing of the wind turbine and associated equipment and its ability to generate power and deliver power to the transmission system. This testing and commissioning process shall occur for each wind turbine (individually a “test energy procedure”

and, collectively, the “test energy phase”). Prior to the start of the test energy phase, the MILDEP and Project Owner shall meet to discuss the test energy procedure and test energy phase and confirm contact details for Attachment C. During the test energy phase, the MILDEP and Project Owner shall remain in close communication, particularly regarding Project Owner’s scheduling of each test energy procedure and the MILDEP’s scheduling of training missions that would be affected by wind turbines. The MILDEP agrees to conduct analysis on a not-to-interfere-with-mission-requirements basis regarding any effect on its training operations caused by the test energy procedure of each wind turbine, so long as MILDEP has funding available for such an analysis, and agrees to share with Project Owner any results, including technical parameters, that might indicate curtailment may not be necessary under certain conditions or for certain periods of time.

C. Voluntary Contribution. Subject to the terms and conditions of this agreement, Project Owner shall pay to DoD, within 10 days of the operational date of the project, a voluntary contribution totaling \$80,000. This voluntary contribution will be used to offset the cost of accomplishing the RAM and other measures undertaken by the DoD to mitigate adverse impacts of such a project on military operations and readiness or to conduct studies of potential measures to mitigate such impacts. DoD shall accept such payment as a voluntary contribution of funds pursuant to 10 U.S.C. section 183a. Such voluntary contribution may be in addition to voluntary contributions made by other project owners, and such other contributions may be in amounts different from that made by Project Owner. DoD will accept the voluntary contribution on behalf of the DoD parties and will transfer the funds to appropriate accounts.

1. Project Owner shall use one of the following two methods of making payment:
 - a. A guaranteed negotiable instrument, such as a cashier's check, certified check, a bank draft, or a postal money order. The instrument must be made payable to the “U.S. Treasury,” and must reference “U.S. Treasury Account Symbol 97X5753.” The reference line on the instrument should indicate: “Contributions for Renewable Energy.” The instrument must be mailed, along with any related documentation associated with the voluntary contribution, to the address below. Project Owner will advise the DoD parties when the voluntary contribution has been submitted to enable the tracking and transfer of the funds:

Washington Headquarters Services
Financial Management Directorate
ATTN: Ms. Arzella Jarmon
4800 Mark Center Drive, Suite 09E22
Alexandria, VA 22350-2900
Phone (703) 697-5588

or,

- b. Submission using the Treasury Department’s Pay.gov website. To do so, go to

<https://www.pay.gov>. Then, in the search bar, search for "Siting Clearinghouse." Select the form entitled "Voluntary Contributions under Section 358g of Public Law 111-383." Go directly to the form using the following link: <https://pay.gov/public/form/start/47167256>

The DoD Parties agree to provide any information reasonably required by Project Owner to process the payment such that external auditors may verify the payment. Project owners will notify the Clearinghouse when a contribution has been transmitted.

D. Amendment of Applications. Project Owner agrees to amend its applications before the FAA, listed on Attachment A, by incorporating this agreement into each of those applications through procedures outlined in 3.E.1.

E. Withdrawal of Objections.

1. Within 10 calendar days of the execution of this agreement, the DoD parties shall deliver to the FAA "No Objections with Provisions" for the ASNs corresponding to the wind turbines listed on Attachment A. The "Provisions" will incorporate by reference this agreement, referring to it by its title, the date executed, and its signatories.

2. Project Owner may submit up to five (5) ASNs for meteorological towers within 12 months of the execution of this agreement. The DoD parties shall deliver to the FAA "No Objections with Provisions" for the ASNs corresponding to those ASNs, provided that the total number of meteorological towers does not exceed 5, that the proposed height of those meteorological towers does not exceed 499 feet AGL, and that this agreement is incorporated into the meteorological tower ASN filings.

3. If the Project Owner submits any substitute ASNs to FAA within 12 months of the execution of this agreement, the DoD parties agree not to object to those substitute ASNs, provided that the substitute ASNs do not exceed the maximum height specified in Section 3.A, that the substitute ASNs are located within the siting parameters of the project area specified in Attachment B of this agreement or any amendments to this agreement, that the total number of wind turbines constructed does not exceed 90, that the total number of meteorological tower ASN's does not exceed 5, and that this agreement is incorporated into the substitute ASN filings.

4. All parties agree that, if the Project Owner requests to extend the effective period of FAA's Determination of No Hazard to Air Navigation in accordance with 14 C.F.R. section 77.35, then the DoD Parties will not object to such an extension as requested, provided that the affected ASNs are listed on Attachment A, are meteorological tower ASNs submitted in accordance with paragraph 3.E.2 of this agreement, or are substitute ASNs that were submitted within 12 months of the execution of this agreement, that do not exceed the maximum height specified in Section 3.A and are located within the siting parameters of the project areas specified in Attachment B of this agreement or any amendments to this agreement, that the total number of constructed wind turbines still does not exceed 90, that

the total number of meteorological tower ASN's still does not exceed 5, and that this agreement is incorporated into the ASN filings affected by the extension.

5. The DoD parties agree not to object to the construction and operation of the project with any other federal, state, or local regulatory entity with jurisdiction over the project (except as provided in sections 6.B and 10.H of this agreement), provided that Project Owner is in material compliance with the terms of this Agreement and that Project Owner has disclosed to the DoD parties in writing all material facts necessary to fully assess potential adverse impacts and all material facts relevant to other federal, state, or local regulatory entity jurisdictional matters.

F. Other Regulatory Actions. This agreement shall not prevent or limit the DoD parties from communicating in any form with any other regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting the installation beyond the project.

SECTION 4. CURTAILMENT.

A. Curtailment Procedures for Normal Operations. Project Owner will curtail the Project under the limited circumstances identified below to mitigate potential impacts on the Kegelman Air Force Auxiliary Field NEXRAD weather radar and to military operations and readiness:

1. Project Owner and the DoD Parties agree to the curtailment communications protocol in accordance with Attachment C.

2. Curtailment for Establishing Baselines. Upon receipt of telephone communication in accordance with the communication protocol in Attachment C, Project Owner agrees, during the first year of operations, to curtail wind turbine operations for up to an aggregate of 30 hours for actions identified by the MILDEP such as establishing baselines, performing flight checks, or conducting tests. To the extent practicable, the MILDEP will schedule such curtailment requests during low- or no-wind situations identified by Project Owner's meteorological data.

3. Curtailment for Weather Detection. Upon receipt of telephone communication in accordance with the communication protocol in Attachment C for severe storm warnings, watches, and freezing precipitation, Project Owner agrees to curtail the project. The maximum curtailment requirement for weather detection is 138 hours annually during the first 5-year period of this agreement. For each subsequent 5-year period after the first 5-year period, the MILDEP, in its sole discretion, may lower the total curtailment hours required for the next 5-year period. If the average of severe storm warnings, watches, and freezing precipitation exceeds 138 hours annually in any five-year period, the parties may negotiate a new annual curtailment hour maximum number, not to exceed 300 hours annually. If the parties do not agree on a new annual curtailment maximum, the curtailment requirement will

default to the maximum 300 hours annually unless a different negotiated maximum is reached.

B. Curtailment for a National Security or Defense Purpose. In addition to curtailment provided elsewhere in this agreement, upon request by either DoD party, Project Owner agrees to immediately curtail wind turbine operations for a national security or defense purpose utilizing the communication protocol set out in Attachment C. Such curtailment may not be requested except for a national security or defense purpose. Curtailment for a national security or defense purpose will be temporary in nature and extend only so long as is absolutely necessary to meet the discrete, temporary, and stated national security or defense purpose. This agreement in no way precludes Project Owner from seeking any available legal remedies for any curtailment associated with a national security emergency other than challenging the curtailment itself. Any request for curtailment under this subsection will include the releasable portions of the President's, the Secretary's, or the combatant commander's mission order.

C. Wear and Tear. It is a fundamental premise of this agreement that the limited curtailment expected to be required from this agreement will not cause excess wear and tear on the Project. Project Owner agrees that it is responsible for any damage or "wear and tear" to the turbines as a result of curtailment (as defined in Section 2.G.) pursuant to this agreement.

D. Disclosure of Curtailment Request. Project Owner acknowledges that there may be national security considerations associated with any request by the MILDEP for curtailment in accordance with the terms of this agreement and any curtailment resulting therefrom. Project Owner therefore agrees not to disclose any such request or any curtailment resulting therefrom without the prior consent of the MILDEP. The MILDEP agrees to not unreasonably withhold consent to disclose to a business entity with which a non-disclosure agreement is in place.

SECTION 5. REVIEW OF BUSINESS ENTITIES.

A. Protection of Defense Capabilities. It is a priority for the MILDEP to protect national defense capabilities and military operations, including military installations, research, development, test and evaluation activities, and military readiness activities from compromise and exploitation that may occur due to an activity under foreign control operating in the vicinity of those national defense capabilities and military operations.

B. Advance Notice.

1. Project Owner has provided advance written notice to the MILDEP of:
 - a. The names of business entities having a direct ownership interest in the project.
 - b. The names of the material vendors and business entities with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the project.

- c. The name of any foreign entity or person being allowed to access the wind turbine structures and associated data systems.
2. For those entities or persons identified under paragraph 5.B.1.a and 5.B.1.b, the MILDEP agrees to identify to the project owner, no later than 30 days after the effective date of this agreement, any entity or person posing a security concern. For those entities or persons identified under paragraph 5.B.1.c, the MILDEP agrees to identify to Project Owner, no later than 30 days after the receipt of the name of any foreign entity or person being allowed to access the wind turbines or associated data systems, any entity or person posing a security concern. Project Owner agrees to enter into negotiations with the DoD parties in order to mitigate any such concern. Any such security concern must be resolved prior to allowing access to the site by such persons or representatives of such an entity or the use of wind turbines or other permanent on-site equipment manufactured by such a business entity.
3. Project Owner agrees to provide advance written notice to the MILDEP of Project Owner's use of any material vendor not previously screened pursuant to this section. The term "material" used in this subsection means "significant, influential, or relevant." Project Owner shall allow the MILDEP 15 days following such a notice to conduct a security review and assess any security concern. Project Owner will provide advance written notice of a potential new material vendor but need not wait 15 days if an unexpected situation arises for which employing services or vendors immediately is prudent for the operation of the project.

SECTION 6. ASSIGNMENT.

A. Right to Assign. This agreement shall be binding upon the Project Owner and its successors and assigns. If Project Owner and its successors or assigns (assignors) elect to sell, convey, mortgage, assign, or otherwise transfer all or any part of its interests and obligations in the assets comprising the project (assignment) to any third party (assignee), assignor shall cause such assignee to expressly acknowledge the existence of this agreement and a copy of this agreement shall be provided to the assignee, and notice of the new point of contact information (as in Section 8) shall be provided to the DoD parties.

B. Notice of Assignment to CFIUS. If the prospective assignee is a foreign national or foreign-owned or -controlled business entity, assignor and the proposed assignee shall jointly provide notice of the proposed transaction to CFIUS in accordance with applicable regulations (subpart D of 31 CFR part 800) and provide a copy of the notice to the MILDEP. Nothing in this agreement shall prohibit or limit DoD from objecting to the transaction before CFIUS, nor limit communications with CFIUS during national security reviews and investigations, and, should mitigation result, during mitigation, tracking, and post-consummation monitoring and enforcement, pursuant to applicable statutes and regulations.

C. Effect of Assignment. Upon an assignment, assignor shall be relieved of any obligations or liabilities under this agreement to the extent that the assignee has assumed in writing such obligations or liabilities and provided that Project Owner has provided a copy of the assignment, including the assumption of obligations and liabilities, to the DoD parties.

SECTION 7. EFFECTIVE DATE AND EXPIRATION.

A. Effective Date. This agreement becomes effective on the date when all parties have signed it.

B. Expiration. This agreement shall expire and have no further force and effect upon the occurrence of the earlier of the following:

1. Construction of the project has not commenced within the time prescribed under 14 CFR sections 77.33 and 77.35.
2. The project is decommissioned.
3. The installation, Vance AFB DASR, and the Kegelman Air Force Auxiliary Field NEXRAD weather radar each permanently cease operations.
4. Termination of the agreement by written mutual agreement of the parties.

C. Actions Prior to Expiration. Any activities engaged in by the parties (including the expenditure of part or all of any voluntary contribution) that occurred prior to expiration of this agreement shall remain valid and continue in effect, notwithstanding the expiration of the agreement.

SECTION 8. POINTS OF CONTACT AND NOTIFICATION.

A. Points of Contact (POCs). The following persons shall be the primary POCs for the parties for purposes of this agreement. Any notice, request, or other communication to be provided pursuant to this agreement shall be delivered to the POCs. Any party may change its POC by providing written notification of the change to the other parties at least 30 days in advance of the change taking effect. POC changes take effect the sooner of all the receiving parties acknowledging receipt of the change notice or the expiration of the 30 days.

1. DoD – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400

2. MILDEP – Director, Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, 1665 Air Force Pentagon, Suite 5E1000, Washington, DC 20330-1665, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil

3. Project Owner – Skeleton Creek Wind, LLC, 700 Universe Boulevard, Juno Beach FL 33408, Attention: John Di Donato, Vice President, Development, Email: john.didonato@nee.com

B. Notification. Any written notice shall be sent by registered or certified mail, postage prepaid, sent by a nationally recognized overnight delivery service that provides a receipt for delivery, or hand delivered. A notice shall be deemed to be received when delivered to the recipient's address.

SECTION 9. BREACH AND COMPENSATORY MITIGATION.

A. Dispute Resolution. If a party believes that another party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other parties and provide the breaching party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach, provided that failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved parties as to whether a breach occurred, the involved parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the MILDEP at the installation. Disputes may be elevated, on the part of the DoD parties, to the MILDEP headquarters and then to the Executive Director of the Siting Clearinghouse. If the breach is not cured or resolved after this initial dispute resolution process, any party may seek to enforce this agreement. Each party specifically reserves any and all rights or causes of action it may have both at law and in equity to require compliance with any provision of this agreement. Each party reserves the right to enforce or refrain from enforcing against another party the terms of this agreement as it sees fit and failure to enforce does not act to excuse future breaches.

B. Non-Waiver. Notwithstanding any other provision of this Agreement, neither party waives any claims it may have for legal or equitable remedies pursuant to applicable law.

SECTION 10. GENERAL PROVISIONS.

A. Amendments. Any party to this agreement may request that it be amended, whereupon the parties agree to consult to consider such amendments. Any amendment to this agreement shall become effective when signed by all of the parties unless its terms provide for a different effective date. Amendments only providing replacements of expired ASNs without any other change to the FAA filing need only be signed by the MILDEP's and Project Owner's designated project officers.

B. Integration. This agreement contains the entire agreement and understanding between the parties with respect to all of the subject matter contained herein, thereby merging and

superseding all prior agreements and representations by the parties with respect to such subject matter.

C. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Oklahoma, as may be applicable.

D. Interpretation. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this agreement. Any reference to any Federal, state, interstate, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, as they may have been amended from time to time, unless the context requires otherwise.

E. Headings and Titles. The headings or section titles contained in this agreement are inserted solely for convenience and do not constitute a part of this agreement between the parties, nor should they be used to aid in any manner in the construction of this agreement.

F. Severability. If any term, provision, or condition of this agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this agreement and all remaining terms, provisions, and conditions of this agreement shall continue in full force and effect. The parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the parties to the greatest extent permitted by law.

G. Waivers; Remedies Cumulative. There is no implied waiver of rights under this agreement. No failure or delay on the part of a party in exercising any of its rights under this agreement or in insisting upon strict performance of provisions of this agreement, no partial exercise by either party of any of its rights under this agreement, and no course of dealing between the parties shall constitute a waiver of the rights of any party under this agreement, other than the requirement to raise a matter of breach within 30 days of discovery. Any waiver shall be effective only by a written instrument signed by the party granting such waiver, and such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply with this agreement. The remedies provided in this agreement are cumulative and not exclusive of any remedies provided by law.

H. CFIUS. Nothing in this agreement shall relieve Project Owner or its successors or assigns from complying with 31 CFR part 800 (Mergers, Acquisitions, and Takeovers by Foreign Persons) nor prevent or limit the parties from communicating in any form with CFIUS.

I. Anti-Deficiency. For the DoD parties, this agreement is subject to the availability of appropriated funds and sufficient resources. No provision in this agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. section 1341.

J. Disclosure. The parties may freely disclose this agreement with any person or entity. DoD will post the agreement on the Siting Clearinghouse website. Project Owner may mark any part of any document it believes to be proprietary or competition sensitive and that it wants DoD or the MILDEP to exempt from disclosure. The DoD parties will only disclose any such marked information in accordance with the provisions of 5 U.S.C. section 552 (the Freedom of Information Act).

K. No Third Party Beneficiaries. Nothing in this agreement, express or implied, is intended to give to, or shall be construed to confer upon, any person not a party any remedy or claim under or by reason of this agreement and this agreement shall be for the sole and exclusive benefit of the parties and their respective successors and assigns.

L. Full and Complete Satisfaction. The completion of the obligations of each of the parties under this agreement constitute the full and complete satisfaction of those obligations.

M. Other Federal Agencies. This agreement does not bind any Federal agency, other than the DoD parties, nor waive required compliance with any law or regulation.

N. As-Built Drawings. Within 60 days of the completion of construction of the project, the Project Owner shall deliver a set of 'as-built' drawings for the project wind turbines to the MILDEP.


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O. Grid Operator Protocols. The parties agree that Project Owner will be subject to and required to comply with the protocols of the grid operator and that such protocols will control how quickly Project Owner can curtail and resume its generation of power, except that curtailment for National Security or Defense Purpose under 4.C above has precedence over grid protocols. The Project Owner shall disclose this curtailment requirement to the grid operator and shall attempt to the maximum extent practical to comply with the mitigation agreement's curtailment provisions, including requesting waivers from the grid operator if grid protocols would interfere with this mitigation agreement.

P. Signature/Counterparts. The parties represent and warrant that the signatories below have authority to sign on behalf of and bind each respective party, and that no other signature is required to bind that party. This agreement may be executed in several counterparts, each of which shall be deemed an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement.


FOR THE DEPARTMENT OF DEFENSE



Peter J. Potochney
Acting Assistant Secretary of Defense
(Sustainment)

20 MAR 2020
Date


FOR THE DEPARTMENT OF THE AIR FORCE:



CAROL ANN Y. BEDA
Acting Deputy Assistant Secretary of the Air Force
(Installations)

3-13-2020
Date

FOR SKELETON CREEK WIND, LLC



John Di Donato
Vice President

3-11-2020
Date

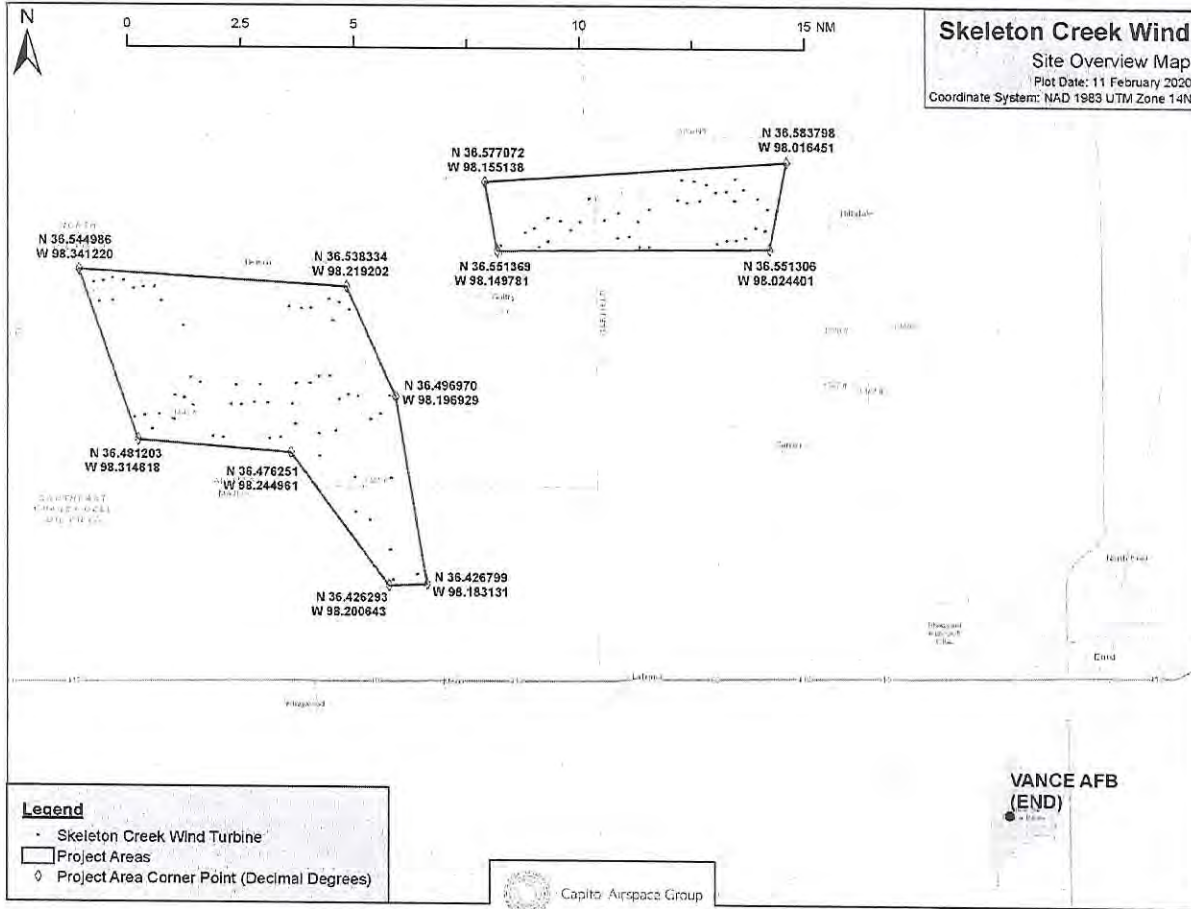
ATTACHMENT A:
Federal Aviation Administration Filings for Skeleton Creek Wind Project

ASN	City	State	Structure Type	AGL	Latitude	Longitude
2019-WTW-569-OE	Goltry	OK	Wind Turbine	499	36.5527667	-98.1304111
2019-WTW-570-OE	Goltry	OK	Wind Turbine	499	36.5548278	-98.1262167
2019-WTW-571-OE	Goltry	OK	Wind Turbine	499	36.5590861	-98.1157056
2019-WTW-576-OE	Goltry	OK	Wind Turbine	499	36.5622056	-98.0847944
2019-WTW-12450-OE	Goltry	OK	Wind Turbine	499	36.5407389	-98.3209278
2019-WTW-12451-OE	Goltry	OK	Wind Turbine	499	36.5330139	-98.3320194
2019-WTW-12452-OE	Goltry	OK	Wind Turbine	499	36.5333278	-98.325975
2019-WTW-12453-OE	Goltry	OK	Wind Turbine	499	36.5378361	-98.3163778
2019-WTW-12454-OE	Goltry	OK	Wind Turbine	499	36.5384806	-98.3068944
2019-WTW-12455-OE	Goltry	OK	Wind Turbine	499	36.5239639	-98.2939667
2019-WTW-12456-OE	Goltry	OK	Wind Turbine	499	36.5308778	-98.2453111
2019-WTW-12457-OE	Goltry	OK	Wind Turbine	499	36.5301889	-98.2397056
2019-WTW-12458-OE	Goltry	OK	Wind Turbine	499	36.5303639	-98.2352639
2019-WTW-12459-OE	Goltry	OK	Wind Turbine	499	36.5336806	-98.2269972
2019-WTW-12460-OE	Goltry	OK	Wind Turbine	499	36.5255889	-98.2252528
2019-WTW-12461-OE	Goltry	OK	Wind Turbine	499	36.5324472	-98.2225472
2019-WTW-12462-OE	Goltry	OK	Wind Turbine	499	36.5298167	-98.217775
2019-WTW-12463-OE	Goltry	OK	Wind Turbine	499	36.5402139	-98.3345806
2019-WTW-12464-OE	Goltry	OK	Wind Turbine	499	36.5406306	-98.3302833
2019-WTW-12465-OE	Goltry	OK	Wind Turbine	499	36.5559722	-98.0943639
2019-WTW-12466-OE	Goltry	OK	Wind Turbine	499	36.5565361	-98.0889778
2019-WTW-12467-OE	Goltry	OK	Wind Turbine	499	36.5525528	-98.0840833
2019-WTW-12468-OE	Goltry	OK	Wind Turbine	499	36.5524917	-98.0797528
2019-WTW-12469-OE	Goltry	OK	Wind Turbine	499	36.5538361	-98.0483861
2019-WTW-12470-OE	Goltry	OK	Wind Turbine	499	36.5549139	-98.0439472
2019-WTW-12471-OE	Goltry	OK	Wind Turbine	499	36.5550306	-98.0395833
2019-WTW-12472-OE	Goltry	OK	Wind Turbine	499	36.5558028	-98.0352111
2019-WTW-12473-OE	Goltry	OK	Wind Turbine	499	36.5594611	-98.0306278
2019-WTW-12474-OE	Goltry	OK	Wind Turbine	499	36.5584861	-98.0262333
2019-WTW-12475-OE	Goltry	OK	Wind Turbine	499	36.5581972	-98.1369639
2019-WTW-12476-OE	Goltry	OK	Wind Turbine	499	36.559725	-98.1326
2019-WTW-12477-OE	Goltry	OK	Wind Turbine	499	36.5635472	-98.1263194
2019-WTW-12478-OE	Goltry	OK	Wind Turbine	499	36.5624694	-98.1206028
2019-WTW-12479-OE	Goltry	OK	Wind Turbine	499	36.5416694	-98.3260306
2019-WTW-12480-OE	Goltry	OK	Wind Turbine	499	36.5620861	-98.1116028
2019-WTW-12481-OE	Goltry	OK	Wind Turbine	499	36.5707333	-98.1072556

ASN	City	State	Structure Type	AGL	Latitude	Longitude
2019-WTW-12482-OE	Goltry	OK	Wind Turbine	499	36.5627139	-98.1003083
2019-WTW-12483-OE	Goltry	OK	Wind Turbine	499	36.5654861	-98.0938833
2019-WTW-12484-OE	Goltry	OK	Wind Turbine	499	36.5384306	-98.3119778
2019-WTW-12485-OE	Goltry	OK	Wind Turbine	499	36.5666417	-98.0796694
2019-WTW-12486-OE	Goltry	OK	Wind Turbine	499	36.5700611	-98.0665278
2019-WTW-12487-OE	Goltry	OK	Wind Turbine	499	36.5690333	-98.0620444
2019-WTW-12488-OE	Goltry	OK	Wind Turbine	499	36.5696861	-98.056225
2019-WTW-12489-OE	Goltry	OK	Wind Turbine	499	36.5770444	-98.0586861
2019-WTW-12490-OE	Goltry	OK	Wind Turbine	499	36.5757917	-98.0532583
2019-WTW-12491-OE	Goltry	OK	Wind Turbine	499	36.5729583	-98.0488694
2019-WTW-12492-OE	Goltry	OK	Wind Turbine	499	36.5731194	-98.04405
2019-WTW-12493-OE	Goltry	OK	Wind Turbine	499	36.5738528	-98.0361194
2019-WTW-12494-OE	Goltry	OK	Wind Turbine	499	36.5704389	-98.0295361
2019-WTW-12495-OE	Goltry	OK	Wind Turbine	499	36.5664972	-98.0251389
2019-WTW-12496-OE	Goltry	OK	Wind Turbine	499	36.502475	-98.2862167
2019-WTW-12497-OE	Goltry	OK	Wind Turbine	499	36.5017472	-98.2696583
2019-WTW-12498-OE	Goltry	OK	Wind Turbine	499	36.5016056	-98.2588778
2019-WTW-12499-OE	Goltry	OK	Wind Turbine	499	36.5021444	-98.2423278
2019-WTW-12500-OE	Goltry	OK	Wind Turbine	499	36.5021944	-98.2359639
2019-WTW-12501-OE	Goltry	OK	Wind Turbine	499	36.5048278	-98.2318972
2019-WTW-12502-OE	Goltry	OK	Wind Turbine	499	36.5049194	-98.2269222
2019-WTW-12503-OE	Goltry	OK	Wind Turbine	499	36.4968889	-98.2934972
2019-WTW-12504-OE	Goltry	OK	Wind Turbine	499	36.4940417	-98.2895389
2019-WTW-12505-OE	Goltry	OK	Wind Turbine	499	36.4943361	-98.27225
2019-WTW-12506-OE	Goltry	OK	Wind Turbine	499	36.4941361	-98.2674861
2019-WTW-12507-OE	Goltry	OK	Wind Turbine	499	36.4951472	-98.2617
2019-WTW-12508-OE	Goltry	OK	Wind Turbine	499	36.4948889	-98.2553639
2019-WTW-12509-OE	Goltry	OK	Wind Turbine	499	36.4944056	-98.2443583
2019-WTW-12510-OE	Goltry	OK	Wind Turbine	499	36.4960778	-98.2227472
2019-WTW-12511-OE	Goltry	OK	Wind Turbine	499	36.4978611	-98.2185806
2019-WTW-12512-OE	Goltry	OK	Wind Turbine	499	36.4972556	-98.2142528
2019-WTW-12513-OE	Goltry	OK	Wind Turbine	499	36.4973722	-98.199675
2019-WTW-12514-OE	Goltry	OK	Wind Turbine	499	36.4895444	-98.3161444
2019-WTW-12515-OE	Goltry	OK	Wind Turbine	499	36.4903361	-98.311725
2019-WTW-12516-OE	Goltry	OK	Wind Turbine	499	36.4851528	-98.3081917
2019-WTW-12517-OE	Goltry	OK	Wind Turbine	499	36.4906417	-98.304975
2019-WTW-12518-OE	Goltry	OK	Wind Turbine	499	36.4888306	-98.2981917
2019-WTW-12519-OE	Goltry	OK	Wind Turbine	499	36.4823833	-98.2804639
2019-WTW-12520-OE	Goltry	OK	Wind Turbine	499	36.4819	-98.2758222

ASN	City	State	Structure Type	AGL	Latitude	Longitude
2019-WTW-12521-OE	Goltry	OK	Wind Turbine	499	36.4815167	-98.2546556
2019-WTW-12522-OE	Goltry	OK	Wind Turbine	499	36.4818556	-98.2498167
2019-WTW-12523-OE	Goltry	OK	Wind Turbine	499	36.4868806	-98.2429167
2019-WTW-12524-OE	Goltry	OK	Wind Turbine	499	36.4833139	-98.2319889
2019-WTW-12525-OE	Goltry	OK	Wind Turbine	499	36.4842611	-98.2242861
2019-WTW-12526-OE	Goltry	OK	Wind Turbine	499	36.4885583	-98.2084583
2019-WTW-12527-OE	Goltry	OK	Wind Turbine	499	36.4907194	-98.2038417
2019-WTW-12528-OE	Goltry	OK	Wind Turbine	499	36.4750139	-98.2319361
2019-WTW-12529-OE	Goltry	OK	Wind Turbine	499	36.4668139	-98.2158806
2019-WTW-12530-OE	Goltry	OK	Wind Turbine	499	36.4665833	-98.1990722
2019-WTW-12531-OE	Goltry	OK	Wind Turbine	499	36.4539611	-98.2155167
2019-WTW-12532-OE	Goltry	OK	Wind Turbine	499	36.4510944	-98.2089278
2019-WTW-12533-OE	Goltry	OK	Wind Turbine	499	36.4398389	-98.1996778
2019-WTW-12534-OE	Goltry	OK	Wind Turbine	499	36.428425	-98.1986472
2019-WTW-12535-OE	Goltry	OK	Wind Turbine	499	36.430675	-98.1874806
2019-WTW-12536-OE	Goltry	OK	Wind Turbine	499	36.5330111	-98.3038111
2019-WTW-12537-OE	Goltry	OK	Wind Turbine	499	36.5775056	-98.064425
2019-WTW-12538-OE	Goltry	OK	Wind Turbine	499	36.5532611	-98.1479417
2019-WTW-12539-OE	Goltry	OK	Wind Turbine	499	36.5045444	-98.2905806
2019-WTW-12540-OE	Goltry	OK	Wind Turbine	499	36.4976361	-98.29785
2019-WTW-12541-OE	Goltry	OK	Wind Turbine	499	36.5696194	-98.040175
2019-WTW-12542-OE	Goltry	OK	Wind Turbine	499	36.5776889	-98.0399306

ATTACHMENT B:
Skeleton Creek Wind Turbines and Project Area



ATTACHMENT C:
Curtailment Communications Protocol

Section 1. Notices.

The following persons shall be the primary points of contact (“POCs”) for the parties for purposes of administering this agreement. Any party may change its POC by providing written notification of the change to the other parties at least 30 days in advance of the change taking effect. POC changes take effect immediately upon notification.

- A. **DoD** – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400

- B. **MILDEP** –
 - a. Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, 1665 Air Force Pentagon, Suite 5E1000, Washington, DC 20330-1665, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil

 - b. Vance AFB Flight
71 OSS Weather Flight
71oss.osw@us.af.mil
(580) 213-7350/DSN 448-7530

- C. **NORAD** - Headquarters NORAD J36 Radar Analysis Branch (hereafter NORAD J36), n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

Skeleton Creek Wind, LLC, Renewable Operations Control Center (ROCC) (561)-694-3636
Any party may change its POC by providing written notification of the change to the other parties at least fifteen (15) days in advance of the change taking effect.

Section 2. Criteria for Curtailment.

The parties agree that the following protocol will be used for communication between Project Owner and the MILDEP in the event curtailment of wind turbine operations will occur under circumstances delineated in Section 4 of the main agreement.

Section 3. Communications Protocol for Severe Thunderstorm Warnings and Watches.

- A. The following Project Owner phone numbers and emails will be added by Project ROCC to Desk to the Joint Environmental Toolkit, Integrated Watches and Warnings Control System distribution list:
 - a. Project Owner: Skeleton Creek Wind 24/7 ROCC, (561)-694-3636,

- B. Vance AFB will notify Project Owner by telephone with a curtailment request if it is deemed necessary for the following warnings and watches:
- a. "Severe Weather Warnings. A thunderstorm that produces a tornado, winds of at least 51 mph (45 knots or ~93 km/h), or hail at least one quarter inch (1/4") in diameter.
 - b. "Severe Weather Watches. Conditions favorable for the development of a thunderstorm that produces a tornado, winds of at least 51 mph (45 knots or ~93km/h), or hail at least one quarter inch (1/4") in diameter.
 - c. Weather conditions consistent with icing/freezing precipitation, tornadic events, or microburst conditions occurring within 60 nm of Vance AFB Digital Air Surveillance Radar and the Kegelman AAF NEXRAD weather radar.
- C. Once the Project has ceased operation, Project Owner will call Vance Weather Flight and send a curtailment confirmation email to the following MILDEP distribution list:
- a. Director, Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil
 - b. Vance AFB Flight
71 OSS Weather Flight
71oss.osw@us.af.mil
(580) 213-7350/DSN 448-7530
 - c. NORAD J36, n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil
- D. The Project will be ramped down remotely in a controlled fashion and the turbines will be curtailed, as defined in Section 2 of the agreement.
- E. If the weather event prompting the curtailment request notification is over or such curtailment is otherwise no longer necessary, Vance AFB must provide Project Owner immediate notification by calling the following telephone number for the Project Operation Center:
- a. Project Operation Center: (561)-694-3636
- F. If, after a reasonable amount of time, the Project Owner believes it should have been notified that curtailment is no longer necessary but has not been notified as to this by Vance Weather Flight, Project Owner may contact Vance Weather Flight to confirm the status of curtailment. The Vance Weather Flight shall provide the Project Owner with a phone number and email in order to facilitate this communication and shall update the same promptly to reflect any changes that may occur from time to time. The current contact information for the Vance Weather Flight is as follows:
- a. 71 OSS Weather
71oss.osw@us.af.mil
(580) 213-7350/DSN 448-7530

- G. Project Owner will resume operation of the Project following the earlier of (a) receipt of notice by phone from Vance Weather Flight that whatever conditions described in paragraph 3.B above which prompted the curtailment instructions have abated or (b) the expiration, per the instructions of Vance Weather Flight, of any static curtailment period.
- H. Promptly following the commencement of operations on any Project wind turbines previously curtailed pursuant to paragraph 3.B. above, Project Owner will send email notice of the resumed operations to the Vance Weather Flight distribution list, above, in paragraph 3.D. Both the Project Owner and Vance Weather Flight will confirm the curtailment hours with each other for tracking purposes after each curtailment event.

Section 4. Communications Protocol for Test Purposes or Military Training Purposes.

- A. NORAD J36 will plan and coordinate for a curtailment request to the Project Owner more than 36 hours in advance of the start of curtailment. NORAD J36, will call the following Project Owner telephone number for the Project Operation Center to request curtailment, stating the purposes, reason or basis, and duration of the test or military training purpose requiring the curtailment request, and the NORAD J36 will follow with a written explanation containing this information within 24 hours:
 - a. Project Operation Center: (561)-694-3636
- B. Once the Project has curtailed in accordance with a request from NORAD J36 pursuant to this agreement, Project Owner will send a curtailment confirmation email to the following NORAD J36 distribution list:
 - a. Director, Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil
 - b. 71 OSS Weather Flight
71oss.osw@us.af.mil
(580) 213-7350/DSN 448-7530
 - c. NORAD J36, n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil
- C. Project Owner will resume operation of the Project after the duration required by the curtailment request or, as appropriate, upon immediate notification by the NORAD J36 that curtailment shall cease.
- D. If, after a reasonable amount of time, the Project believes it should have been notified that curtailment is no longer necessary but has not been notified as to this by the NORAD J36, the project owner may call the NORAD J36 to confirm the status of curtailment. The NORAD J36 shall provide the project with a phone number in order to facilitate this

communication and shall update the same promptly to reflect any changes that may occur from time to time. The current contact information for the NORAD J36 is as follows:

- a. Phone: 719-556-3260
- b. Email: n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

Section 5. Communications Protocol for a National Security or Defense Purpose.

Under circumstances described in Section 4 paragraph C *Curtailment for a National Security or Defense Purpose*, the applicable NORAD Air Defense Sector (ADS) will call the project operations center at [NextEra to provide contact information] and request immediate curtailment. Advance notification is unlikely due to the unpredictable and dynamic nature of NORAD air defense events. The applicable NORAD ADS will call the project operations center as soon as possible after the air defense event is terminated and curtailment is no longer required.