

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE, AND
GH AMERICA ENERGY, LLC,
ADDRESSING THE BLUE HILLS WIND PROJECT
NEAR COMSTOCK, TEXAS**

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 (DAF), acting through the Deputy Assistant Secretary of the Air Force for Installations (collectively, the “DoD parties”), and GH America Energy, LLC (Project Owner). Together, these three entities are referred to as “parties” and individually as a “party.” Any reference to “DoD parties” means both the DoD and DAF 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 (U.S.C), and part 211 of title 32, Code of Federal Regulations (CFR).

Attachments A, *Federal Aviation Administration Filings* and B, *Blue Hills Wind Project Map and Project Area Coordinates*, 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 Blue Hills Wind Project (Project) to proceed with development.

B. De-confliction. As the Project was originally filed, the wind turbines would conflict with the DAF’s use of Military Training Routes SR-283 and SR-284 (the “MTRs”) used by Laughlin Air Force Base (Installation). The parties have focused on de-conflicting these activities and agree 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. [RESERVED]

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. [RESERVED]

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

F. CFR. Code of Federal Regulations.

G. Curtailment. [RESERVED]

H. DAF. The Department of the Air Force, a military department of the United States.

I. Day. A calendar day, unless indicated otherwise.

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

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

L. Fiscal Year. [RESERVED]

M. Hour. [RESERVED]

N. National Security or Defense Purpose. [RESERVED]

O. Project. The Blue Hills Wind Project, which will consist of no more than 46 of the 51 wind turbines and no more than three (3) of the five (5) meteorological evaluation towers (METs) identified in Attachment A or by substitute ASNs submitted in accordance with Section 3.E.2 of this agreement.

P. Project Owner. GH America Energy, LLC, and its successors and assigns.

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

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

SECTION 3. MITIGATION.

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 46 constructed of the 51 filed with a maximum height of 700 feet above ground level (AGL) for each turbine. Project Owner agrees to limit the total number of METs to no more than three (3) constructed of the five (5) filed with a maximum height of 460 feet AGL for each MET. Project Owner agrees

to restrict the construction of the Project to the specific geographic coordinates listed in Attachment A. Project Owner agrees to limit construction of the Project wind turbines and METs to the designated Project Areas shown in Attachment B.

B Impact Analysis During Test Energy Phase. [RESERVED]

C. Voluntary Contribution. [RESERVED]

D. Amendment of Applications. [RESERVED]

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 turbine and MET locations 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. If the Project Owner submits any substitute ASNs to FAA within 12 months of the execution of this agreement, the DoD parties agree to deliver to the FAA “No Objections with Provisions” for 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 after substitution does not exceed 46 of the 51 filed wind turbines, and that the total number of constructed METs does not exceed three (3) of the five (5) filed METs and a statement is incorporated into FAA’s OE/AAA system referencing this agreement, referring to it by its title, the date executed and its signatories. The “Provisions” will incorporate by reference this agreement, referring to it by its title, the date executed, and its signatories.

3. All parties agree that, if Project Owner requests to extend the effective period of FAA’s Determination of No Hazard to Air Navigation in accordance with 14 CFR section 77.35, then the DoD parties agree to deliver to the FAA “No Objections with Provisions” to such an extension as requested, provided that the affected ASNs are listed on Attachment A (as amended, if applicable, in accordance with Section 3.E.2), do not exceed the maximum height specified in Section 3.A, and 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 structures for the Project still do not exceed 46 of the 51 filed for wind turbines and three (3) of the five (5) filed METs, and a statement is incorporated into FAA’s OE/AAA system referencing this agreement, referring to it by its title, the date executed and its signatories.

4. The DoD parties agree not to object to the construction and operation of the Project before any 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 regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting the Installation beyond the Project.

SECTION 4. CURTAILMENT.

[RESERVED]

SECTION 5. REVIEW OF BUSINESS ENTITIES.

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

B. Advance Notice.

1. Project Owner shall provide advance written notice to the DAF of the following:

a. The names and foreign ownership (if applicable) of business entities having a direct ownership interest in the Project.

b. The names of the material vendors and business entities and foreign ownership (if applicable) 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 names 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 DAF 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 DAF 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 and 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 DAF of Project Owner's use of any material vendor not previously screened pursuant to this subsection. The term "material" used in this subsection means "significant, influential, or relevant." Project Owner shall allow the DAF 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.

4. Project Owner agrees to provide advance written notice to DAF of any change to the holders of direct ownership interest of this project or the Prime Contractors, where the new holder of a direct ownership interest would not be domiciled in a NATO country or a Major Non-NATO ally, as defined in 22 CFR Section 120.32. Project owner shall allow 30 days following such a notice, for the DAF to conduct a security review and assess any national security threat. Project Owner agrees to enter into negotiations with DAF in order to mitigate any such threat. Any such national security threat must be resolved prior to allowing access to the site by representatives of such a business entity.

C. Applicability. In the event the Project or any portion thereof becomes subject to a negotiated agreement between the Project Owner and CFIUS, the parties agree that the terms of such negotiated agreement shall apply in lieu of this Section 5.

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. The assignor shall provide a copy of this agreement to the assignee. The assignee shall provide new point of contact information (as in Section 8) to the DoD parties.

B. Notice to CFIUS of Assignment If Project Owner is subject to a negotiated agreement under CFIUS, no notice of prospective assignment to CFIUS under this subsection is required. If no such negotiated CFIUS agreement exists at the time of planned prospective assignment, and if the prospective assignee is a foreign person within the meaning of 31 CFR section 800.224, 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 DAF. Nothing in this agreement shall prohibit or limit DoD from objecting to the transaction within the context of a CFIUS review or investigation, 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 and in accordance with 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 36-month time period prescribed under 14 CFR sections 77.33 and 77.35.
2. The Project is decommissioned.
3. The Installation permanently ceases 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 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. DAF – 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, SAF.IEI.Encroachment@us.af.mil
3. Project Owner – GH America Energy, LLC, 2800 Post Oak Blvd. Suite 5115, Houston, TX 77056, (832) 917-6385

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.

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 DAF at the Installation. Disputes may be elevated, on the part of the DoD parties, to the DAF 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.

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.

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 Texas, 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 obligations arising from agreements created pursuant to 31 CFR part 800 (Mergers, Acquisitions, and Takeovers by Foreign Persons) nor prevent or limit the parties from communicating in any form with CFIUS agency members.

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 intends to post the agreement on the Siting Clearinghouse website. Project Owner may mark that part of any document it believes to be proprietary or competition-sensitive that it wants DoD or the DAF 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. 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. Completion of Construction. Within 60 days of the completion of construction of the Project, Project Owner shall deliver to DoD copies of the FAA form 7460-2 for each ASN, including the final coordinates for each turbine erected.

O. Grid Operator Protocols. [RESERVED]

[Continued on the following page]

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:

Paul D. Cramer
Performing the Duties of the
Assistant Secretary of Defense
(Sustainment)


Date

FOR THE DEPARTMENT OF THE AIR FORCE:

ROBERT E. MORIARTY, P.E.
Deputy Assistant Secretary of the Air Force
(Installations)

Date

FOR GH AMERICA ENERGY, LLC:



Mingyu Tang
Vice President, Development

6/25/2021

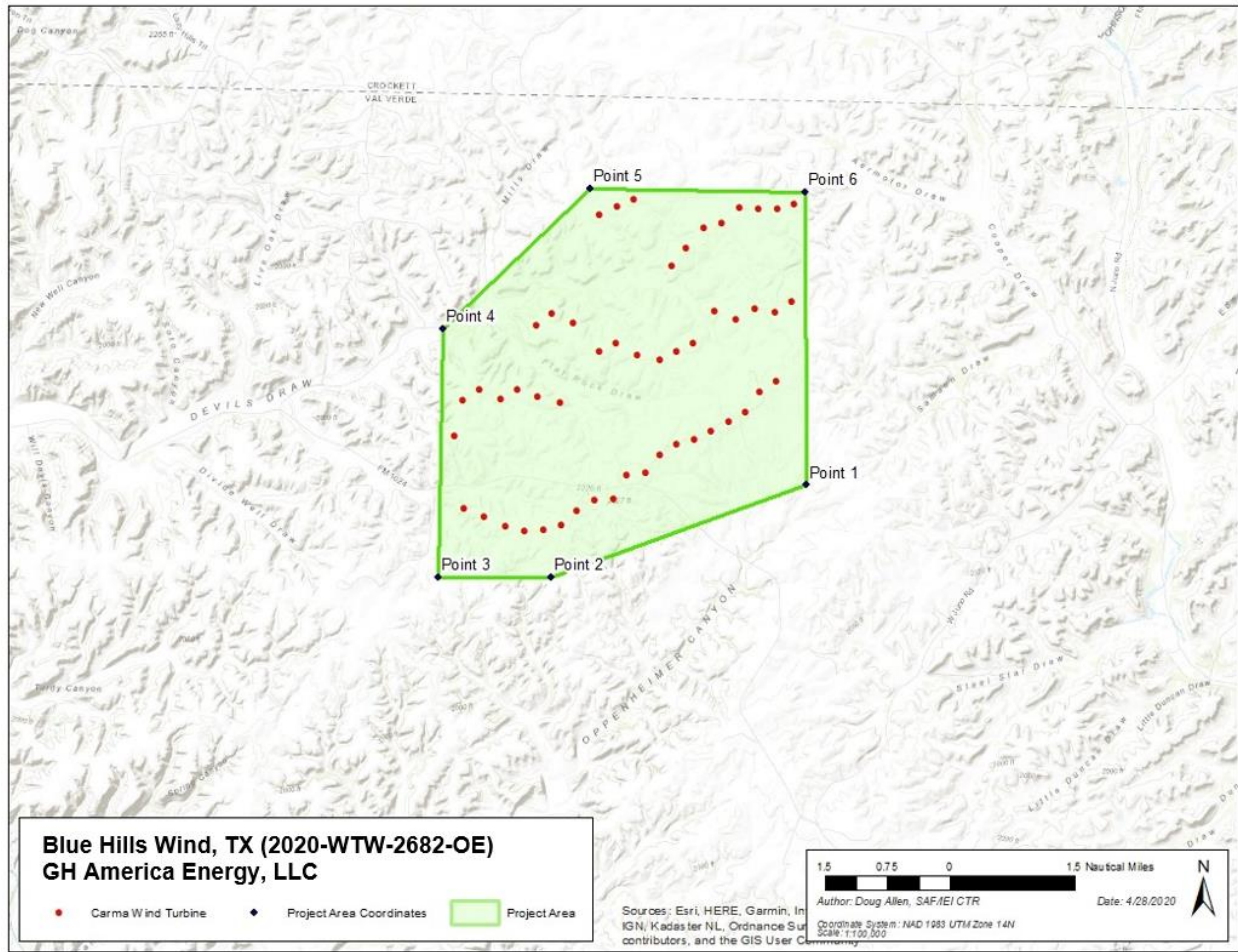
Date

ATTACHMENT A:
Federal Aviation Administration Filings

ASN	City	State	Structure Type	AGL	Latitude	Longitude
2020-WTW-2682	Comstock	TX	Wind Turbine	700'	30.2198	-101.3528
2020-WTW-2683	Comstock	TX	Wind Turbine	700'	30.2216	-101.3489
2020-WTW-2684	Comstock	TX	Wind Turbine	700'	30.2187	-101.3569
2020-WTW-2685	Comstock	TX	Wind Turbine	700'	30.2166	-101.3608
2020-WTW-2686	Comstock	TX	Wind Turbine	700'	30.2128	-101.3640
2020-WTW-2687	Comstock	TX	Wind Turbine	700'	30.2124	-101.3682
2020-WTW-2688	Comstock	TX	Wind Turbine	700'	30.2074	-101.3713
2020-WTW-2689	Comstock	TX	Wind Turbine	700'	30.2071	-101.3756
2020-WTW-2690	Comstock	TX	Wind Turbine	700'	30.2049	-101.3796
2020-WTW-2691	Comstock	TX	Wind Turbine	700'	30.2234	-101.3450
2020-WTW-2692	Comstock	TX	Wind Turbine	700'	30.2255	-101.3412
2020-WTW-2693	Comstock	TX	Wind Turbine	700'	30.2296	-101.3380
2020-WTW-2694	Comstock	TX	Wind Turbine	700'	30.2318	-101.3342
2020-WTW-2695	Comstock	TX	Wind Turbine	700'	30.2421	-101.3901
2020-WTW-2696	Comstock	TX	Wind Turbine	700'	30.2445	-101.3863
2020-WTW-2697	Comstock	TX	Wind Turbine	700'	30.2426	-101.3815
2020-WTW-2698	Comstock	TX	Wind Turbine	700'	30.2370	-101.3753
2020-WTW-2699	Comstock	TX	Wind Turbine	700'	30.2387	-101.3714
2020-WTW-2700	Comstock	TX	Wind Turbine	700'	30.2366	-101.3663
2020-WTW-2701	Comstock	TX	Wind Turbine	700'	30.2355	-101.3613
2020-WTW-2702	Comstock	TX	Wind Turbine	700'	30.2033	-101.4011
2020-WTW-2703	Comstock	TX	Wind Turbine	700'	30.2015	-101.3962
2020-WTW-2704	Comstock	TX	Wind Turbine	700'	30.2006	-101.3916
2020-WTW-2705	Comstock	TX	Wind Turbine	700'	30.2009	-101.3872
2020-WTW-2706	Comstock	TX	Wind Turbine	700'	30.2194	-101.4083
2020-WTW-2707	Comstock	TX	Wind Turbine	700'	30.2267	-101.4065
2020-WTW-2708	Comstock	TX	Wind Turbine	700'	30.2289	-101.4027
2020-WTW-2709	Comstock	TX	Wind Turbine	700'	30.2270	-101.3978
2020-WTW-2710	Comstock	TX	Wind Turbine	700'	30.2290	-101.3940
2020-WTW-2711	Comstock	TX	Wind Turbine	700'	30.2457	-101.3347
2020-WTW-2712	Comstock	TX	Wind Turbine	700'	30.2479	-101.3310
2020-WTW-2713	Comstock	TX	Wind Turbine	700'	30.2545	-101.3588
2020-WTW-2714	Comstock	TX	Wind Turbine	700'	30.2581	-101.3556
2020-WTW-2715	Comstock	TX	Wind Turbine	700'	30.2623	-101.3517
2020-WTW-2716	Comstock	TX	Wind Turbine	700'	30.2663	-101.3348
2020-WTW-2717	Comstock	TX	Wind Turbine	700'	30.2675	-101.3307
2020-WTW-2718	Comstock	TX	Wind Turbine	700'	30.2633	-101.3476
2020-WTW-2719	Comstock	TX	Wind Turbine	700'	30.2020	-101.3832
2020-WTW-2720	Comstock	TX	Wind Turbine	700'	30.2277	-101.3892

ASN	City	State	Structure Type	AGL	Latitude	Longitude
2020-WTW-2721	Comstock	TX	Wind Turbine	700'	30.2464	-101.3393
2020-WTW-2722	Comstock	TX	Wind Turbine	700'	30.2439	-101.3438
2020-WTW-2723	Comstock	TX	Wind Turbine	700'	30.2663	-101.3392
2020-WTW-2724	Comstock	TX	Wind Turbine	700'	30.2664	-101.3434
2020-WTW-2725	Comstock	TX	Wind Turbine	700'	30.2645	-101.3758
2020-WTW-2726	Comstock	TX	Wind Turbine	700'	30.2662	-101.3719
2020-WTW-2727	Comstock	TX	Wind Turbine	700'	30.2677	-101.3680
2020-WTW-2728	Comstock	TX	Alt. Wind Turbine	700'	30.2049	-101.4060
2020-WTW-2729	Comstock	TX	Alt. Wind Turbine	700'	30.2373	-101.3574
2020-WTW-2730	Comstock	TX	Alt. Wind Turbine	700'	30.2390	-101.3535
2020-WTW-2731	Comstock	TX	Alt. Wind Turbine	700'	30.2456	-101.3487
2020-WTW-2732	Comstock	TX	Alt. Wind Turbine	700'	30.2267	-101.3841
2020-WTW-4649	Comstock	TX	MET	460'	30.2048	-101.3760
2020-WTW-4650	Comstock	TX	MET	460'	30.2006	-101.3996
2020-WTW-4651	Comstock	TX	MET	460'	30.2261	-101.3370
2020-WTW-4652	Comstock	TX	Alt. MET	460'	30.2089	-101.3656
2020-WTW-4653	Comstock	TX	Alt. MET	460'	30.2186	-101.3494

ATTACHMENT B:
Blue Hills Wind Project Map and Project Area Coordinates



Point	Latitude	Longitude
Point 1	30.2111	-101.3267
Point 2	30.1915	-101.3854
Point 3	30.1911	-101.4115
Point 4	30.2410	-101.4115
Point 5	30.2698	-101.3782
Point 6	30.2699	-101.3283