

**AGREEMENT
AMONG THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE,
AND
TG HIGH PRAIRIE, LLC,
ADDRESSING THE DEVELOPMENT OF THE HIGH PRAIRIE WIND PROJECT**

This is an agreement between the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, and 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 TG High Prairie, LLC (Project 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 to mitigate potential impacts on the national defense from the development of a wind turbine energy project in Schuyler and Adair Counties, Missouri, hereinafter referred to as the “project.”

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

Attachments A, *Federal Aviation Administration Filings: OE/AAA ASN 2018-WTE-7316 through 7500, 7514 through 7522-OE*; B, *High Prairie Wind Project Area Map*; and, C, *Curtailment 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 support energy development in a way that does not adversely impact military operations and readiness.

B. De-confliction. Based on DoD analysis, a potential conflict may exist between the MILDEP’s operation of the Kirksville, Missouri, Common Air Route Surveillance Radar (CARSR) and spinning wind turbines associated with the project. 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. Actual Curtailment Hours. The term “actual curtailment hours” means hours of curtailment beginning when the wind turbine blades are locked or feathered in accordance with this agreement.

B. ASN. The acronym “ASN” means a Federal Aviation Administration Aeronautical Study Number.

C. Banked Hours. The term “banked hours” means the positive difference, if any, of the curtailment soft cap minus the actual curtailment hours for such fiscal year.

D. CFIUS. The acronym “CFIUS” means the Committee on Foreign Investment in the United States.

E. CFR. The acronym “CFR” means the Code of Federal Regulations.

F. Curtailment. The terms “curtail” and “curtailment” mean the cessation of wind turbine operations.

1. Curtailment begins when the wind turbine blades are locked or feathered.

2. Curtailment ends 20 minutes after the MILDEP provides notification to Project Owner that cessation of operations is no longer required. The MILDEP and Project Owner acknowledge and agree that 20 minutes is the approximate amount of time necessary for the project to “ramp up” operations to a point where power can be generated.

3. Curtailment is measured by hours (or any fraction thereof).

G. Day. The term “day” means a calendar day unless indicated otherwise.

H. DoD. The acronym “DoD” means the Department of Defense, an executive department of the United States.

I. FAA. The acronym “FAA” means the Federal Aviation Administration.

J. Feathered. The term “feathered” or “feather” means that the wind turbine blades have been (or are in the process of being) aerodynamically braked, by the use of variable pitch control or other means, such that the blades will not rotate around the wind turbine hub at a rate that results in a blade tip speed in excess of 40 knots.

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

L. Hour. The term “hour” means 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 0.7833333333, the number of hours would be expressed as 0.783.

M. MILDEP. The acronym “MILDEP” means the Department of the Air Force, a military department of the United States.

N. National Security or Defense Purpose. The term “national security or defense purpose” means an emergency circumstance where the President of the United States, the Secretary of Defense, or a combatant commander under 10 U.S.C. § 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 term “project” means the proposed wind turbines identified on Attachment A by ASN or replacement ASNs as posted for this project. The location, but not the maximum height or maximum number as specified in section 3(A) of this agreement, of the turbines and meteorological towers may be altered in accordance with the terms of this agreement.

P. Project Owner. The term “Project Owner” means TG High Prairie, LLC, and its successors and assigns.

Q. Siting Clearinghouse. The term “Siting Clearinghouse” means the Military Aviation and Installation Assurance Siting Clearinghouse established pursuant to 10 U.S.C. § 183a.

R. U.S.C. The acronym “U.S.C.” means the United States Code.

SECTION 3. VOLUNTARY CONTRIBUTION.

A. In General. This agreement is structured to enable Project Owner to proceed immediately with the construction and operation of the project. Project Owner agrees to limit the total number of project wind turbines and meteorological towers to 194, and the project wind turbine blade tips to a maximum height of 499 feet above ground level. Project Owner agrees to restrict the construction of the project wind turbines to the designated Project Area, as shown in Attachment B. The MILDEP will provide written concurrence to a Project Owner request for changes in turbine geographic coordinates to the extent they are contained within the Project Area shown in Attachment B.

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 activities 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 activities caused by the test energy procedure of each wind turbine, and agrees to share with Project Owner any results that indicate curtailment is not necessary under certain conditions.

C. Voluntary Contribution. Subject to the terms and conditions of this agreement, Project Owner shall pay to DoD, within 10 days of the test energy phase for the project, currently expected to begin in May 2020, the amount of \$30,000 for the purpose of offsetting the cost of measures undertaken by DoD to mitigate adverse impacts of the project on military operations and readiness or to conduct studies of potential measures to mitigate such impacts, and DoD shall accept such payment as a voluntary contribution of funds pursuant to 10 U.S.C. § 183a(f). 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. Project Owner shall use one of the following two methods of making payment:

1. 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: Mr. Kalinskie Gilliam
Crystal Square 2
1550 Crystal Drive
Arlington, VA 22203
Phone (703) 545-0027

or,

2. Submission using the Treasury Department's Pay.gov website. To do so, go to <https://www.pay.gov>. Then, navigate to "Find Public Forms," and select the form entitled "Voluntary Contribution to DoD's Siting Clearinghouse under Section 358 of the FY 11 NDAA." The Form Number is "Voluntary Contrib 358g 111-383 Payment." Go directly to the form using the following link:
<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=47167256>.

D. Amendment of Applications. Project Owner agrees to amend its applications before the FAA, listed on Attachment A, by incorporating this agreement by reference into each of those applications.

E. Withdrawal of Objections. Within 10 days of Project Owner amending all of its applications before the FAA pursuant to subsection D, above, the DoD parties shall deliver to the FAA “No Objections With Provisions” to the ASNs corresponding to the wind turbine locations listed on Attachment A to this agreement. The “Provisions” shall consist of this agreement in its entirety. This also applies to substituted ASNs obtained from FAA within 12 months of the execution date of this agreement, provided the wind turbines do not exceed the maximum height or maximum number as specified in Section 3(A) of the turbines and meteorological towers provided such turbines and meteorological towers remain within siting parameters of the Project Area specified in this agreement.

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 for Test Purposes.

[Reserved]

B. Curtailment for Training Purposes.

[Reserved]

C. Curtailment for a National Security or Defense Purpose. In addition to curtailment provided elsewhere in this agreement, the MILDEP may request, and Project Owner agrees to immediately commence, curtailment of wind turbine operations for a national security or defense purpose. 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 be communicated by the Long Range Radar Joint Program Office to Project Owner in accordance with Attachment C and will include the releasable portions of the President’s, the Secretary’s, or the combatant commander’s mission order.

D. Curtailment for Establishing Baselines.

[Reserved]

E. Wear and Tear. Project Owner agrees that it is responsible for any damage or “wear and tear” to the turbines as a result of curtailment pursuant to this agreement.

F. 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, and the MILDEP agrees that consent to disclose to a business entity with which a non-disclosure agreement is in place will not be unreasonably withheld.

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 business entity name of material vendors with which Project Owner will potentially execute a contract to perform construction, supply turbines, or conduct operations activities at the location of the project.

2. For those business entities identified under paragraph 1, the MILDEP agrees to identify to Project Owner, no later than 15 days after the effective date of this agreement, any business entity 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 representatives of such a business 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 subsection. Material vendors used in this subsection means entities with which Project Owner will execute a contract to perform construction, supply turbines, or conduct critical operations activities at the location of the project. Project Owner shall allow the MILDEP 15 days following such a notice to conduct a security review and assess any security concern. In the event of an emergency, 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. Project Owner and its successors or assigns (assignors) have the right 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), without the prior consent of the DoD parties, provided that such assignment expressly acknowledges the existence of this agreement and a copy of this agreement is provided to the assignee.

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 50 U.S.C. § 2170.

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 §§ 77.33 and 77.35 with respect to the ASNs identified in Attachment A or subsequently filed ASNs consistent with the requirements of Section 3(A).
2. The project is decommissioned.
3. Kirksville CARSR permanently ceases operations.
4. Termination of the agreement by written mutual agreement of the parties.
5. Termination or expiration of the ASNs identified in Attachment A, unless replaced

with substituted ASNs obtained from the FAA within 12 months of the execution date of this agreement, provided the wind turbines comply with section 3(A), and remain within the siting parameters specified in this agreement.

C. Effect on Voluntary Contribution. Expiration of this agreement in accordance with this section shall have no effect on any voluntary contribution accepted prior to such expiration. Funds contributed and accepted pursuant to 10 U.S.C. § 183a(f), whether obligated or expended or not, are not subject to refund or reimbursement in the event of expiration.

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. Air Force –

a. Director, Air Force Encroachment Management, Office of the Assistant Secretary of the Air Force for Installations, Environment, and Energy, 1665 Air Force Pentagon, Room 4B941, Washington, DC 20330-1665, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil

b. Long Range Radar Joint Program Office, 205 Dodd Blvd, Ste 101, Joint Base Langley-Eustis VA 23665-2789, acc.a3aj@us.af.mil

3. TG High Prairie, LLC –

a. Glenn Smith, Project Developer, c/o Terra-Gen, LLC, 11455 El Camino Real, Suite 160, San Diego, CA 92130, gsmith@terra-gen.com

b. Chief Financial Officer, c/o Terra-Gen, LLC, 437 Madison Ave., Suite 22-A, New York, NY 10022

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 an opportunity to cure the breach. 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 Long Range Radar Joint Program Office. 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. Voluntary Contributions in the Nature of Liquidated Damages as Compensatory Mitigation. If Project Owner fails to curtail the operation of its wind turbines as required by this agreement, Project Owner shall, in place of actual damages, make a voluntary contribution under this agreement to DoD as liquidated damages of \$30,000 for each time the Project Owner fails to curtail wind turbine operations as required by this agreement. The DoD POC will identify to Project Owner the DoD official authorized to make the determination as to whether non-curtailed wind turbines warrant seeking payment of the voluntary contribution. The parties agree that the dollar amount provided for in this clause, which is based on the calculated technician team travel costs to the Kirksville CARSR, is a fair and reasonable estimate of damages that the MILDEP will incur as a result of Project Owner's failure to curtail its wind turbine operations as required by this agreement. Project Owner must make payment of the voluntary contribution under this provision within 30 days of receiving the MILDEP's payment request. The parties agree that the maximum cumulative amount of payment for failure to comply with wind turbine curtailment over the term of this agreement pursuant to this clause is one million, five hundred thousand dollars (\$1,500,000). Wind turbine mitigation efforts in support of military operations sustainment will have the highest priority for use of any funds received pursuant to this subsection.

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 may be made in writing 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 Missouri, 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. § 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 shall mark that part of any document it believes to be proprietary or competition sensitive 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. § 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.

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.

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



Robert H. McMahon
Assistant Secretary of Defense
(Sustainment)

06/26/19
Date

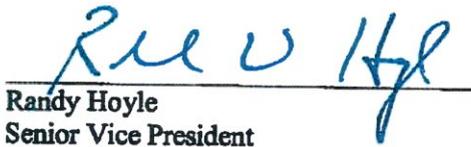
FOR THE DEPARTMENT OF THE AIR FORCE



Carol Ann Y. Beda
Acting, Deputy Assistant Secretary of the Air Force
(Installations)

6/7/19
Date

FOR TG HIGH PRAIRIE, LLC



Randy Hoyle
Senior Vice President

6/5/19
Date

**Attachment A: Federal Aviation Administration Filings: OE/AAA ASN 2018-WTE-7316
through 7500, 7514 through 7522-OE**

<u>ASN</u>	<u>City</u>	<u>State</u>	<u>Structure Type</u>	<u>AGL</u>	<u>Latitude (DD)</u>	<u>Longitude (DD)</u>
2018-WTE-7316-OE	Queen City	MO	Wind Turbine	499	40.46902778	-92.52925278
2018-WTE-7317-OE	Queen City	MO	Wind Turbine	499	40.480425	-92.54986944
2018-WTE-7318-OE	Queen City	MO	Wind Turbine	499	40.486925	-92.54217778
2018-WTE-7319-OE	Queen City	MO	Wind Turbine	499	40.48342222	-92.53708333
2018-WTE-7320-OE	Queen City	MO	Wind Turbine	499	40.46668056	-92.51957222
2018-WTE-7321-OE	Queen City	MO	Wind Turbine	499	40.471025	-92.51827778
2018-WTE-7322-OE	Queen City	MO	Wind Turbine	499	40.49246944	-92.48765833
2018-WTE-7323-OE	Queen City	MO	Wind Turbine	499	40.48331111	-92.49226944
2018-WTE-7324-OE	Queen City	MO	Wind Turbine	499	40.47988611	-92.49043611
2018-WTE-7325-OE	Queen City	MO	Wind Turbine	499	40.47154444	-92.48946667
2018-WTE-7326-OE	Queen City	MO	Wind Turbine	499	40.483575	-92.51374444
2018-WTE-7327-OE	Queen City	MO	Wind Turbine	499	40.47787222	-92.47030833
2018-WTE-7328-OE	Queen City	MO	Wind Turbine	499	40.48876389	-92.47546667
2018-WTE-7329-OE	Queen City	MO	Wind Turbine	499	40.50028889	-92.46998889
2018-WTE-7330-OE	Queen City	MO	Wind Turbine	499	40.49740833	-92.4563
2018-WTE-7331-OE	Queen City	MO	Wind Turbine	499	40.49581944	-92.44102778
2018-WTE-7332-OE	Queen City	MO	Wind Turbine	499	40.48940278	-92.44188611
2018-WTE-7333-OE	Queen City	MO	Wind Turbine	499	40.47120278	-92.46154444
2018-WTE-7334-OE	Queen City	MO	Wind Turbine	499	40.47029722	-92.45019167
2018-WTE-7335-OE	Queen City	MO	Wind Turbine	499	40.47846111	-92.44654167
2018-WTE-7336-OE	Queen City	MO	Wind Turbine	499	40.459275	-92.45104167
2018-WTE-7337-OE	Queen City	MO	Wind Turbine	499	40.46970556	-92.44085833
2018-WTE-7338-OE	Queen City	MO	Wind Turbine	499	40.45031667	-92.43472222
2018-WTE-7339-OE	Queen City	MO	Wind Turbine	499	40.47448333	-92.42709722
2018-WTE-7340-OE	Queen City	MO	Wind Turbine	499	40.46536111	-92.42351944
2018-WTE-7341-OE	Queen City	MO	Wind Turbine	499	40.477425	-92.46230833
2018-WTE-7342-OE	Queen City	MO	Wind Turbine	499	40.45875	-92.40981944
2018-WTE-7343-OE	Queen City	MO	Wind Turbine	499	40.46812222	-92.39115
2018-WTE-7344-OE	Queen City	MO	Wind Turbine	499	40.45895833	-92.39658333
2018-WTE-7345-OE	Queen City	MO	Wind Turbine	499	40.45884444	-92.37683333
2018-WTE-7346-OE	Queen City	MO	Wind Turbine	499	40.45472222	-92.37926667
2018-WTE-7347-OE	Queen City	MO	Wind Turbine	499	40.44980278	-92.35756667
2018-WTE-7348-OE	Queen City	MO	Wind Turbine	499	40.44626667	-92.36279167
2018-WTE-7349-OE	Queen City	MO	Wind Turbine	499	40.38417778	-92.50702222
2018-WTE-7350-OE	Queen City	MO	Wind Turbine	499	40.38458611	-92.51510833

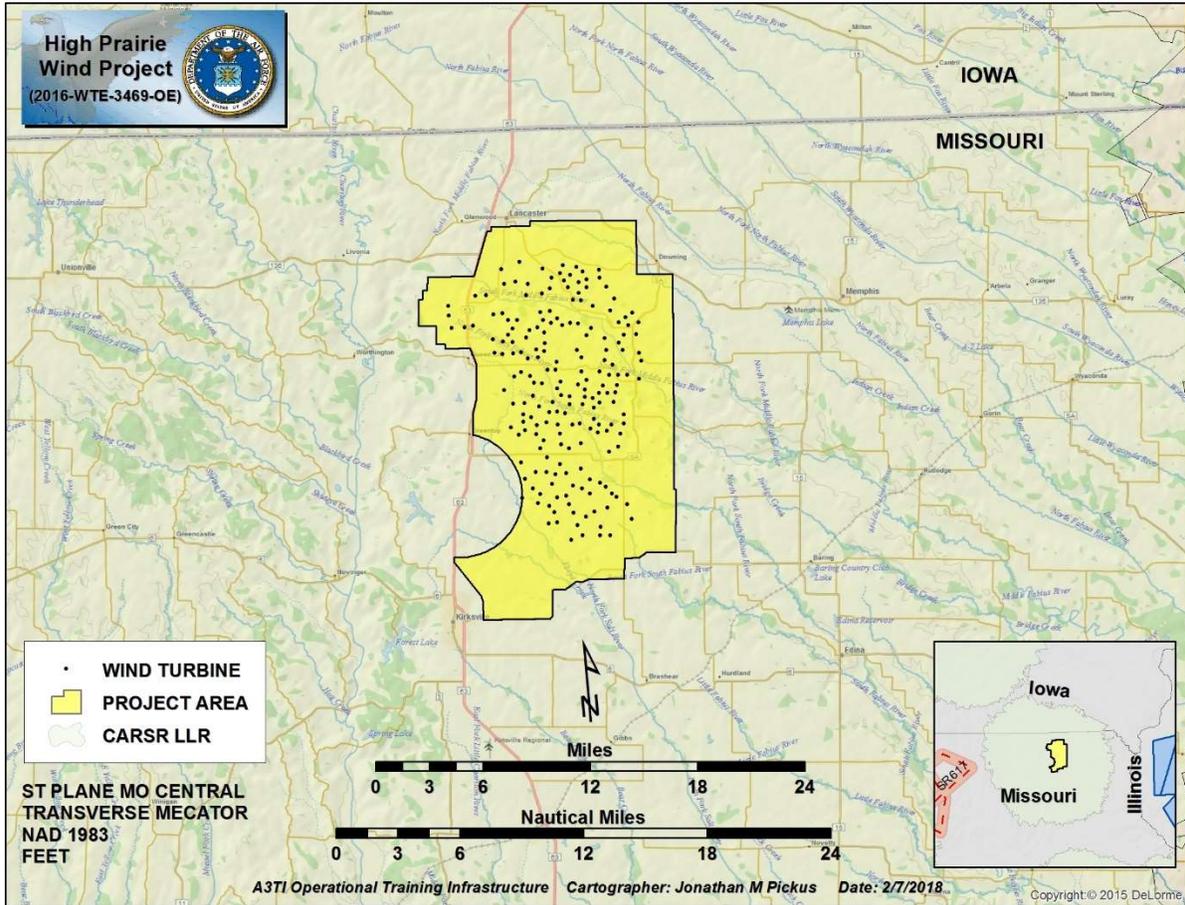
2018-WTE-7351-OE	Queen City	MO	Wind Turbine	499	40.443425	-92.40261389
2018-WTE-7352-OE	Queen City	MO	Wind Turbine	499	40.42724167	-92.40082222
2018-WTE-7353-OE	Queen City	MO	Wind Turbine	499	40.42760278	-92.38385556
2018-WTE-7354-OE	Queen City	MO	Wind Turbine	499	40.42821667	-92.37376944
2018-WTE-7355-OE	Queen City	MO	Wind Turbine	499	40.42101667	-92.36218889
2018-WTE-7356-OE	Queen City	MO	Wind Turbine	499	40.42439167	-92.35821944
2018-WTE-7357-OE	Queen City	MO	Wind Turbine	499	40.44083056	-92.54270556
2018-WTE-7358-OE	Queen City	MO	Wind Turbine	499	40.44364167	-92.52775278
2018-WTE-7359-OE	Queen City	MO	Wind Turbine	499	40.44374444	-92.52064444
2018-WTE-7360-OE	Queen City	MO	Wind Turbine	493	40.43489444	-92.54789444
2018-WTE-7361-OE	Queen City	MO	Wind Turbine	499	40.43652222	-92.52705
2018-WTE-7362-OE	Queen City	MO	Wind Turbine	493	40.42535556	-92.54899722
2018-WTE-7363-OE	Queen City	MO	Wind Turbine	493	40.42867222	-92.53990833
2018-WTE-7364-OE	Queen City	MO	Wind Turbine	493	40.43031944	-92.533
2018-WTE-7365-OE	Queen City	MO	Wind Turbine	499	40.42572778	-92.51434722
2018-WTE-7366-OE	Queen City	MO	Wind Turbine	499	40.42914167	-92.48884444
2018-WTE-7367-OE	Queen City	MO	Wind Turbine	493	40.41358611	-92.53628056
2018-WTE-7368-OE	Queen City	MO	Wind Turbine	493	40.42218611	-92.53099444
2018-WTE-7369-OE	Queen City	MO	Wind Turbine	499	40.42592222	-92.50161111
2018-WTE-7370-OE	Queen City	MO	Wind Turbine	493	40.39634444	-92.53190278
2018-WTE-7371-OE	Queen City	MO	Wind Turbine	493	40.41141667	-92.51969167
2018-WTE-7372-OE	Queen City	MO	Wind Turbine	499	40.41605	-92.50496389
2018-WTE-7373-OE	Queen City	MO	Wind Turbine	499	40.41107778	-92.49474444
2018-WTE-7374-OE	Queen City	MO	Wind Turbine	499	40.41507222	-92.48925833
2018-WTE-7375-OE	Queen City	MO	Wind Turbine	499	40.41898889	-92.48439722
2018-WTE-7376-OE	Queen City	MO	Wind Turbine	499	40.42121944	-92.47810833
2018-WTE-7377-OE	Queen City	MO	Wind Turbine	493	40.39744722	-92.520325
2018-WTE-7378-OE	Queen City	MO	Wind Turbine	493	40.39415833	-92.507175
2018-WTE-7379-OE	Queen City	MO	Wind Turbine	493	40.39898056	-92.5117
2018-WTE-7380-OE	Queen City	MO	Wind Turbine	499	40.40628611	-92.47481667
2018-WTE-7381-OE	Queen City	MO	Wind Turbine	493	40.39896389	-92.49793611
2018-WTE-7382-OE	Queen City	MO	Wind Turbine	499	40.40469444	-92.45826389
2018-WTE-7383-OE	Queen City	MO	Wind Turbine	499	40.39073333	-92.49040833
2018-WTE-7384-OE	Queen City	MO	Wind Turbine	499	40.38399444	-92.52827778
2018-WTE-7385-OE	Queen City	MO	Wind Turbine	499	40.37882778	-92.52720556
2018-WTE-7386-OE	Queen City	MO	Wind Turbine	499	40.37581667	-92.50130833
2018-WTE-7387-OE	Queen City	MO	Wind Turbine	499	40.38526389	-92.49959167
2018-WTE-7388-OE	Queen City	MO	Wind Turbine	499	40.39094722	-92.46891944
2018-WTE-7389-OE	Queen City	MO	Wind Turbine	499	40.38451389	-92.46477222
2018-WTE-7390-OE	Queen City	MO	Wind Turbine	499	40.38470833	-92.44464444

2018-WTE-7391-OE	Queen City	MO	Wind Turbine	499	40.37126667	-92.51856389
2018-WTE-7392-OE	Queen City	MO	Wind Turbine	499	40.35405	-92.49232778
2018-WTE-7393-OE	Queen City	MO	Wind Turbine	499	40.37993889	-92.45384167
2018-WTE-7394-OE	Queen City	MO	Wind Turbine	499	40.37799167	-92.46628333
2018-WTE-7395-OE	Queen City	MO	Wind Turbine	499	40.36870278	-92.45827778
2018-WTE-7396-OE	Queen City	MO	Wind Turbine	499	40.36276667	-92.55716389
2018-WTE-7397-OE	Queen City	MO	Wind Turbine	499	40.36090278	-92.52670833
2018-WTE-7398-OE	Queen City	MO	Wind Turbine	499	40.35292778	-92.52201389
2018-WTE-7399-OE	Queen City	MO	Wind Turbine	499	40.36050833	-92.51138889
2018-WTE-7400-OE	Queen City	MO	Wind Turbine	499	40.36144722	-92.50350556
2018-WTE-7401-OE	Queen City	MO	Wind Turbine	499	40.36039167	-92.495675
2018-WTE-7402-OE	Queen City	MO	Wind Turbine	499	40.33532222	-92.49148889
2018-WTE-7403-OE	Queen City	MO	Wind Turbine	499	40.3522	-92.5102
2018-WTE-7404-OE	Queen City	MO	Wind Turbine	499	40.35258333	-92.50024722
2018-WTE-7405-OE	Queen City	MO	Wind Turbine	499	40.35550278	-92.48500833
2018-WTE-7406-OE	Queen City	MO	Wind Turbine	499	40.33311389	-92.48225278
2018-WTE-7407-OE	Queen City	MO	Wind Turbine	499	40.34321389	-92.51362778
2018-WTE-7408-OE	Queen City	MO	Wind Turbine	499	40.3359	-92.53256944
2018-WTE-7409-OE	Queen City	MO	Wind Turbine	499	40.34123611	-92.53259167
2018-WTE-7410-OE	Queen City	MO	Wind Turbine	499	40.34401944	-92.52656944
2018-WTE-7411-OE	Queen City	MO	Wind Turbine	499	40.33624444	-92.51080556
2018-WTE-7412-OE	Queen City	MO	Wind Turbine	499	40.3433	-92.50019167
2018-WTE-7413-OE	Queen City	MO	Wind Turbine	499	40.34195833	-92.48627778
2018-WTE-7414-OE	Queen City	MO	Wind Turbine	499	40.33482778	-92.50021667
2018-WTE-7415-OE	Queen City	MO	Wind Turbine	499	40.31381389	-92.50719167
2018-WTE-7416-OE	Queen City	MO	Wind Turbine	499	40.32473889	-92.49554444
2018-WTE-7417-OE	Queen City	MO	Wind Turbine	499	40.32878611	-92.48891667
2018-WTE-7418-OE	Queen City	MO	Wind Turbine	499	40.32219167	-92.48535
2018-WTE-7419-OE	Queen City	MO	Wind Turbine	499	40.35515	-92.45693889
2018-WTE-7420-OE	Queen City	MO	Wind Turbine	499	40.3396	-92.45785833
2018-WTE-7421-OE	Queen City	MO	Wind Turbine	499	40.34303611	-92.43038333
2018-WTE-7422-OE	Queen City	MO	Wind Turbine	499	40.34017778	-92.44373056
2018-WTE-7423-OE	Queen City	MO	Wind Turbine	499	40.33338611	-92.41550556
2018-WTE-7424-OE	Queen City	MO	Wind Turbine	499	40.30789167	-92.46730278
2018-WTE-7425-OE	Queen City	MO	Wind Turbine	499	40.315375	-92.50008889
2018-WTE-7426-OE	Queen City	MO	Wind Turbine	499	40.31421667	-92.48587778
2018-WTE-7427-OE	Queen City	MO	Wind Turbine	499	40.33751111	-92.40736944
2018-WTE-7428-OE	Queen City	MO	Wind Turbine	499	40.31027778	-92.45421389
2018-WTE-7429-OE	Queen City	MO	Wind Turbine	499	40.28654167	-92.42018333
2018-WTE-7430-OE	Queen City	MO	Wind Turbine	499	40.34061111	-92.46943333

2018-WTE-7431-OE	Queen City	MO	Wind Turbine	499	40.30450278	-92.491625
2018-WTE-7432-OE	Queen City	MO	Wind Turbine	499	40.29831111	-92.49429167
2018-WTE-7433-OE	Queen City	MO	Wind Turbine	499	40.30349444	-92.47332222
2018-WTE-7434-OE	Queen City	MO	Wind Turbine	499	40.30470833	-92.45763889
2018-WTE-7435-OE	Queen City	MO	Wind Turbine	499	40.30143889	-92.43957222
2018-WTE-7436-OE	Queen City	MO	Wind Turbine	499	40.30481389	-92.42345
2018-WTE-7437-OE	Queen City	MO	Wind Turbine	499	40.29743333	-92.48542778
2018-WTE-7438-OE	Queen City	MO	Wind Turbine	499	40.29015278	-92.49461389
2018-WTE-7439-OE	Queen City	MO	Wind Turbine	499	40.29646667	-92.47185833
2018-WTE-7440-OE	Queen City	MO	Wind Turbine	499	40.29868611	-92.46315
2018-WTE-7441-OE	Queen City	MO	Wind Turbine	499	40.29694444	-92.455675
2018-WTE-7442-OE	Queen City	MO	Wind Turbine	499	40.29596389	-92.43569167
2018-WTE-7443-OE	Queen City	MO	Wind Turbine	499	40.27496667	-92.42516111
2018-WTE-7444-OE	Queen City	MO	Wind Turbine	499	40.29726667	-92.41415833
2018-WTE-7445-OE	Queen City	MO	Wind Turbine	499	40.29298333	-92.44286667
2018-WTE-7446-OE	Queen City	MO	Wind Turbine	499	40.27479167	-92.45163611
2018-WTE-7447-OE	Queen City	MO	Wind Turbine	499	40.292575	-92.46416667
2018-WTE-7448-OE	Queen City	MO	Wind Turbine	499	40.27069722	-92.48124444
2018-WTE-7449-OE	Queen City	MO	Wind Turbine	499	40.26681111	-92.50470278
2018-WTE-7450-OE	Queen City	MO	Wind Turbine	499	40.27371111	-92.500625
2018-WTE-7451-OE	Queen City	MO	Wind Turbine	499	40.27688333	-92.46906944
2018-WTE-7452-OE	Queen City	MO	Wind Turbine	499	40.29105556	-92.45716111
2018-WTE-7453-OE	Queen City	MO	Wind Turbine	499	40.28395	-92.44202222
2018-WTE-7454-OE	Queen City	MO	Wind Turbine	499	40.28449167	-92.43470556
2018-WTE-7455-OE	Queen City	MO	Wind Turbine	499	40.25545	-92.45789722
2018-WTE-7456-OE	Queen City	MO	Wind Turbine	499	40.28203611	-92.44846667
2018-WTE-7457-OE	Queen City	MO	Wind Turbine	499	40.29160833	-92.39207778
2018-WTE-7458-OE	Queen City	MO	Wind Turbine	499	40.29161944	-92.37979722
2018-WTE-7459-OE	Queen City	MO	Wind Turbine	499	40.28573333	-92.39331944
2018-WTE-7460-OE	Queen City	MO	Wind Turbine	499	40.27636111	-92.39454444
2018-WTE-7461-OE	Queen City	MO	Wind Turbine	499	40.27983333	-92.37899444
2018-WTE-7462-OE	Queen City	MO	Wind Turbine	499	40.304025	-92.50663056
2018-WTE-7463-OE	Queen City	MO	Wind Turbine	499	40.26447778	-92.408575
2018-WTE-7464-OE	Queen City	MO	Wind Turbine	499	40.25389444	-92.46476111
2018-WTE-7465-OE	Queen City	MO	Wind Turbine	499	40.27523611	-92.51433611
2018-WTE-7466-OE	Queen City	MO	Wind Turbine	499	40.26745556	-92.52356667
2018-WTE-7467-OE	Queen City	MO	Wind Turbine	499	40.26673611	-92.51046944
2018-WTE-7468-OE	Queen City	MO	Wind Turbine	499	40.28796111	-92.48211111
2018-WTE-7469-OE	Queen City	MO	Wind Turbine	499	40.300225	-92.4479
2018-WTE-7470-OE	Queen City	MO	Wind Turbine	499	40.27529444	-92.48609167

2018-WTE-7471-OE	Queen City	MO	Wind Turbine	499	40.27066389	-92.47183889
2018-WTE-7472-OE	Queen City	MO	Wind Turbine	499	40.31293333	-92.47656389
2018-WTE-7473-OE	Queen City	MO	Wind Turbine	499	40.26374167	-92.46665556
2018-WTE-7474-OE	Queen City	MO	Wind Turbine	499	40.25536667	-92.44431944
2018-WTE-7475-OE	Queen City	MO	Wind Turbine	499	40.26484722	-92.45281389
2018-WTE-7476-OE	Queen City	MO	Wind Turbine	499	40.264575	-92.44445556
2018-WTE-7477-OE	Queen City	MO	Wind Turbine	499	40.27089167	-92.44656667
2018-WTE-7478-OE	Queen City	MO	Wind Turbine	499	40.272475	-92.43429167
2018-WTE-7479-OE	Queen City	MO	Wind Turbine	499	40.26405278	-92.42758333
2018-WTE-7480-OE	Queen City	MO	Wind Turbine	499	40.26565556	-92.41910556
2018-WTE-7481-OE	Queen City	MO	Wind Turbine	499	40.28620556	-92.40941111
2018-WTE-7482-OE	Queen City	MO	Wind Turbine	499	40.32504444	-92.51025556
2018-WTE-7483-OE	Queen City	MO	Wind Turbine	499	40.29674722	-92.50987778
2018-WTE-7484-OE	Queen City	MO	Wind Turbine	499	40.25581667	-92.42005833
2018-WTE-7485-OE	Queen City	MO	Wind Turbine	499	40.24629722	-92.42029167
2018-WTE-7486-OE	Queen City	MO	Wind Turbine	499	40.25026111	-92.409275
2018-WTE-7487-OE	Queen City	MO	Wind Turbine	499	40.2892	-92.42906111
2018-WTE-7488-OE	Queen City	MO	Wind Turbine	499	40.27989722	-92.39048333
2018-WTE-7489-OE	Queen City	MO	Wind Turbine	499	40.24276667	-92.40956944
2018-WTE-7490-OE	Queen City	MO	Wind Turbine	499	40.24658333	-92.43263056
2018-WTE-7491-OE	Queen City	MO	Wind Turbine	499	40.33567222	-92.52360278
2018-WTE-7492-OE	Queen City	MO	Wind Turbine	499	40.27613889	-92.43617222
2018-WTE-7493-OE	Queen City	MO	Wind Turbine	499	40.37739167	-92.44548333
2018-WTE-7494-OE	Queen City	MO	Wind Turbine	499	40.37510556	-92.45766944
2018-WTE-7495-OE	Queen City	MO	Wind Turbine	499	40.33481944	-92.44799167
2018-WTE-7496-OE	Queen City	MO	Wind Turbine	499	40.30378611	-92.50028611
2018-WTE-7497-OE	Queen City	MO	Wind Turbine	499	40.43038889	-92.52142778
2018-WTE-7498-OE	Queen City	MO	Wind Turbine	499	40.41515	-92.49696667
2018-WTE-7499-OE	Queen City	MO	Wind Turbine	499	40.3567	-92.50326111
2018-WTE-7500-OE	Queen City	MO	Wind Turbine	499	40.4815	-92.47543611
2018-WTE-7514-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.42295	-92.54932222
2018-WTE-7515-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.43732222	-92.54778611
2018-WTE-7516-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.39384722	-92.53182222
2018-WTE-7517-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.50281111	-92.47126389
2018-WTE-7518-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.47711667	-92.46610556
2018-WTE-7519-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.25209444	-92.46273333
2018-WTE-7520-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.24578889	-92.435775
2018-WTE-7521-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.27574444	-92.39094444
2018-WTE-7522-OE	Queen City	MO	Met Tower (w/WT Farm)	309	40.42028333	-92.35877222

Attachment B: High Prairie Wind Project Area Map



Note: Project Area shape file will be transmitted by the MILDEP to the Project Owner upon signature of the agreement.

Attachment C: Curtailment Communications Protocol

1. Purpose and Scope. This Attachment establishes the protocol for communication between Project Owner and the DoD/DHS Long Range Radar Joint Program Office (LRR JPO) acting on behalf of the MILDEP when curtailment of wind turbine operations is required.

2. Parties Authorized to Request Curtailment and Receive Curtailment Requests (Curtailment Contact)

- a. **LRR JPO:** Members of the LRR JPO will be the primary MILDEP points of contact. They report to the 505th Test and Evaluation Group at Nellis Air Force Base. These are the only persons authorized to request curtailment for the MILDEP. The members of the LRR JPO are the primary points of contact for all real-time communications between the MILDEP and Project Owner.
- b. **Project Owner:** The Project Owner [Office] is the only Party authorized to receive a request by the LRR JPO for curtailment.

3. Curtailment Procedures. The LRR JPO will call the [Project Owner Office] to begin curtailment procedures when a national security or defense purpose occurs that requires curtailment of the High Prairie Wind Project. The [Project Owner Office] will begin the process to lock or feather the blades immediately after being notified by the LRR JPO of the national security or defense purpose for curtailment. Upon receipt of the notice, the [Project Owner Office] shall promptly send an email to the LRR JPO confirming receipt of the notice and to memorialize in writing the curtailment.

4. Verification of Curtailment. The [Project Owner Office] shall notify the LRR JPO promptly to confirm that the wind turbine blades are curtailed. Such notice shall be delivered either via phone or via email. If such notice is delivered via phone, the [Project Owner Office] shall promptly thereafter send an email to the LRR JPO to memorialize in writing such notice. Before any wind turbine operations begin Project Owner agrees to provide a web-based communications system for the relevant scheduling offices to confirm and document that all project wind turbine blades are locked or feathered.

5. Contact Listing

a. Relevant MILDEP Installation/Office:

(1) Contact 1: Mr. Paul Karch Phone: 757-759-1476

b. Project Owner:

(1) Contact 1: [To be provided at least 60 days prior to installation of Wind Project]

(2) Contact 2: [To be provided at least 60 days prior to installation of Wind Project]