

**AGREEMENT
AMONG THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE, AND
BMP WIND LLC
ADDRESSING THE MESQUITE SKY WIND PROJECT
NEAR CLYDE, 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 (MILDEP), acting through the Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI) (collectively, the “DoD parties”), and BMP Wind 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 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 Mesquite Sky Wind Project (2019-WTW-10555-OE through 10637-OE)*; B, *Mesquite Sky Wind Turbines and Project Area*; 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 mitigate any potential adverse impact and to minimize risks to national security while allowing the Mesquite Sky Wind Project (“Project”) to proceed with construction and operations.

B. De-confliction. As the project was originally filed, its spinning turbine blades would conflict with the MILDEP’s operation of Dyess Air Force Base (installation). The originally proposed Mesquite Sky Wind Project would have resulted in a beam blockage that would inhibit the NEXRAD WSR-88D weather radar station KYDX’s ability to forecast severe weather. That blockage and associated interference can be limited by decreasing the number of turbines in the vicinity of the installation and the radar. As the project was originally filed, its spinning blades would also conflict with operation of the Abilene ASR-11 air search radar used in support of the North American Aerospace Defense Command’s mission. 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. Hours of curtailment as determined in accordance with Section 4.B of this agreement and further detailed in Attachment C of this agreement.

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. The positive difference, if any, of 125 hours minus the actual curtailment hours for a Calendar Year

E. Calendar Year. The period that begins on January 1st and ends December 31st of each year.

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

G. CFR. Code of Federal Regulations.

H. Commercial Operation Date (COD). The date on which the Project begins operating wind turbines for commercial use.

I. Curtailment. For weather curtailment, the temporary cessation of wind turbine operations when all of the wind turbine blades are in a fully feathered position. For national security or defense purposes curtailment, when all of the wind turbine blades are stopped and completely precluded from rotation about the rotor hub.

1. Curtailment begins when the blades are feathered or locked, depending on type of curtailment.

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).

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

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

L. FAA. Federal Aviation Administration.

M. Fiscal Year. [RESERVED]

N. 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 0.7833333333, the number of hours would be expressed as 0.783.

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

P. 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.

Q. Project. The Mesquite Sky Wind Project, which will consist of no more than 70 of the proposed wind turbines identified on Attachment A by ASN and two (2) meteorological towers for which ASNs will be filed later in accordance with section 3.D.2 of this agreement, or by substitute ASNs submitted in accordance with section 3.D.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.

R. Project Owner. BMP Wind LLC and its successors and assigns.

S. Radar Adverse impact Management (RAM). The technical process designed to minimize the adverse impact of obstruction interference on a radar system. Involves a visit to the radar site by technicians to adjust applicable radar parameters.

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

U. 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 70 and meteorological towers to no more than 2. Project Owner agrees that all wind turbines and meteorological towers will not exceed a maximum height of 533 feet above ground level (AGL). Project Owner agrees to restrict the construction of the Project turbines and

meteorological towers to the designated Project area, as shown in Attachment B. The specific geographic coordinates outlining the designated Project area are also provided in Attachment B. Project Owner shall notify NORAD via email (n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil) when the Project is within 30-60 days of COD (for RAM scheduling purposes) and again when the Project has reached COD such that RAM can actually be accomplished.

B. Voluntary Contribution. Subject to the terms and conditions of this agreement, Project Owner shall provide payment to DoD within 10 days of the COD of the Project, a voluntary contribution of eighty thousand dollars (\$80,000.00). 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 address: <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 Owner will notify the Siting Clearinghouse when a contribution has been transmitted.

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

D. 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 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. Project Owner may submit up to two 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 two, that the ASNs are located within the siting parameters of the Project area specified in Attachment B of this agreement, that the proposed height of those meteorological towers does not exceed 533 feet AGL, and that this agreement is incorporated into the meteorological tower ASN filings

3. If 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 70, that the total number of meteorological tower ASN's does not exceed two (2), and that this agreement is incorporated into the substitute ASN filings.

4. 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 C.F.R. § 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 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 area specified in Attachment B of this agreement or any amendments to this agreement, that the total number of ASNs for the project still does not exceed 83, total constructed wind turbines does not exceed 70, total permanent meteorological towers does not exceed two (2), and that this agreement is incorporated into the ASN filings affected by the extension.

4. The DoD parties agree not to object to the construction and operation of the Project before 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.

D. 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.

A. Curtailment for Test Purposes. [RESERVED]

B. Curtailment for Training Purposes. During the first Calendar Year of the term of this Agreement, DoD may request up to 125 Hours of curtailment for training purposes. During subsequent Calendar Years thereafter and during the term of this agreement, DoD may request up to 100 hours of curtailment, plus up to 25 banked hours of curtailment. For any calendar year in which DoD requests less than 100 hours of curtailment, up to 25 of such unrequested hours shall carry over to subsequent calendar years and be considered a portion of the banked hours. The maximum curtailment for training purposes requested by DoD shall not exceed 125 hours for any calendar year during the term of this agreement, including any banked hours.

On the 3rd anniversary of the commercial operation date, and every three years thereafter, the DoD parties and Project Owner agree to review the maximum curtailment hours as it relates to the mission requirements and determine if any adjustment can be made.

The DoD parties agree that curtailment for training purposes will only be used to preserve capability for personnel, operations, and resource protection at Dyess AFB that would be impacted by the Project's wind turbines. The MILDEP and Project Owner agree to manage Curtailment Hours in accordance with the terms and conditions set forth in this Section. The MILDEP's personnel, operations, and resource protection at Dyess AFB that will be adversely impacted by the spinning of the turbines at the Project are generally conducted twenty-four hours a day, seven days a week.

Upon the request of the MILDEP and in accordance with the attached Curtailment Communications Protocol (Attachment C), Project Owner agrees to curtail the operations of the wind turbine generators as set forth in Section 4.B.

C. Curtailment for a National Security or Defense Purpose. In addition to curtailment for training purposes, provided in Section 4.B. in this agreement, either DoD party may request

and Project Owner agrees to immediately curtail 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. For this type of curtailment, curtailment is defined as the wind turbine blades are not spinning and are locked. Curtailment for a national security or defense purpose requires that all of a turbine's rotor blades be completely precluded from rotation about the rotor hub. 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 either DoD party or applicable NORAD Air Defense Sector (ADS) to Project Owner 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. It is a fundamental premise of this agreement that the limited curtailment expected to be required from this agreement will not cause 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 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 name of the material vendors and/or 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 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 an 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 winder 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. 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 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 except for those in Section 4 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 DoD ceases to use the Abilene ASR-11 and the Dyess NEXRAD WSR-88D permanently.
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. NORAD – Headquarters NORAD J36 Radar Analysis Branch (hereafter NORAD J36), 250 Vandenberg Street, Ste B016, Peterson AFB, CO 80914, n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

4. Project Owner – BMP Wind LLC, 100 California Street, Suite 400, San Francisco, CA 94111 Attn: Ricky Davis, Manager, Project Development

With a copy to: Clearway Energy Group, 4900 N. Scottsdale Road, Suite 5000, Scottsdale, AZ 85251, Attn: Asset Management

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.

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.

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 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 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 may be 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 shall 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. 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 COD, Project Owner shall deliver a set of 'as-built' drawings for the Project wind turbines to the MILDEP.

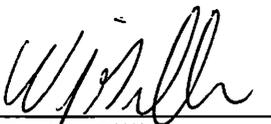
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O. Grid Operator Protocols. The parties agree that Project Owner will be subject to and required to comply with the protocols of the grid operator and that such protocols will control how quickly Project Owner can curtail and resume its generation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

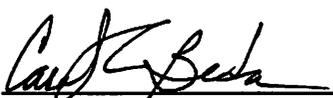
FOR THE DEPARTMENT OF DEFENSE



W. Jordan Gillis
Assistant Secretary of Defense
(Sustainment)

13 APR 2020
Date

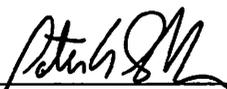
FOR THE DEPARTMENT OF THE AIR FORCE:



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

3 Apr 2020
Date

FOR BMP WIND LLC



Patrick Sullivan
Vice President
BMP Wind LLC

3/27/2020
Date

ATTACHMENT A

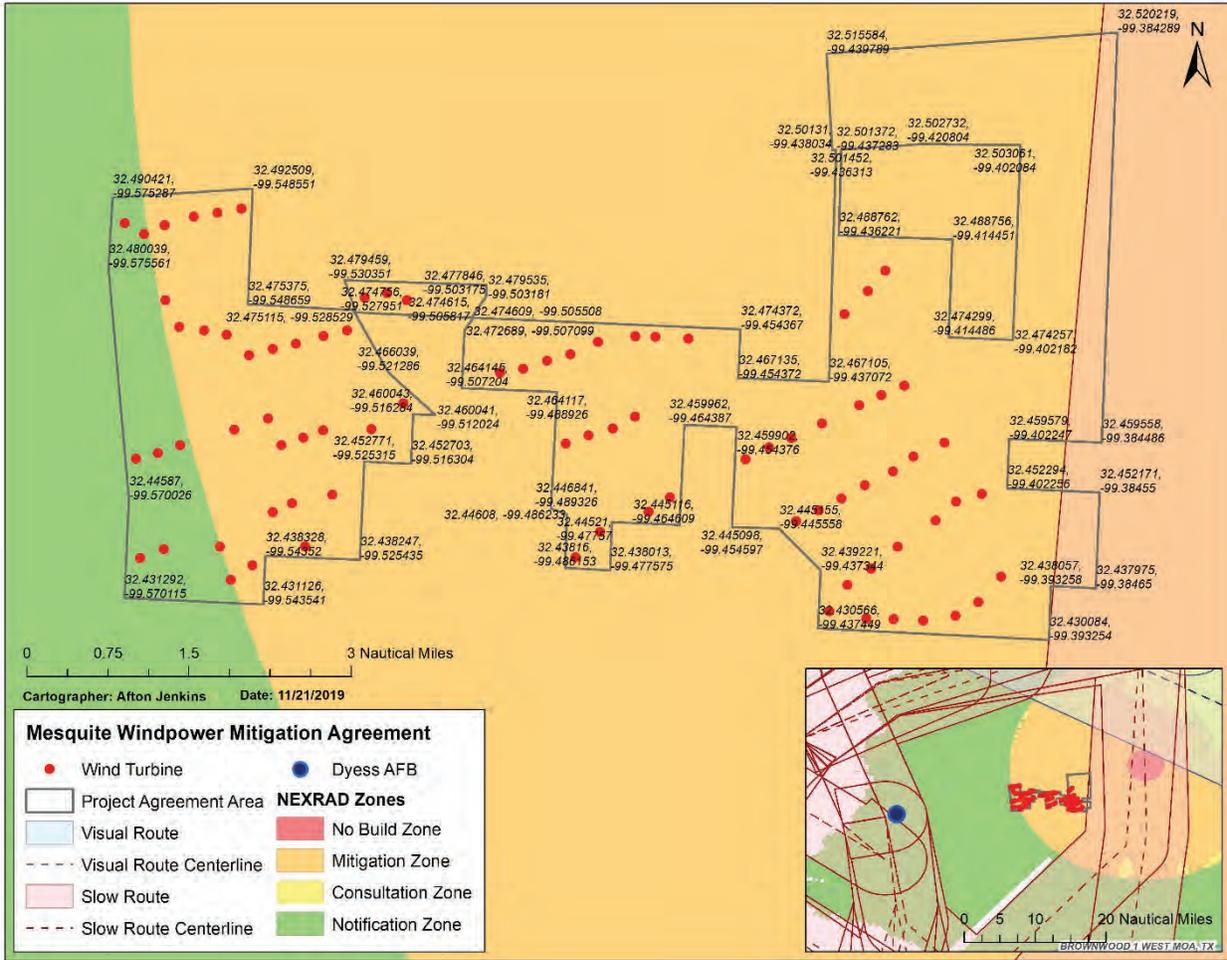
Federal Aviation Administration Filings for Mesquite Sky Wind Project (2019-WTW-10555-OE through 10637-OE)

ASN	City	State	Str. Type	AGL	Latitude	Longitude
2019-WTW-10555-OE	Clyde	TX	Wind Turbine	533	32-29-12.12N	99-34-21.89W
2019-WTW-10556-OE	Clyde	TX	Wind Turbine	533	32-29-06.64N	99-34-08.36W
2019-WTW-10557-OE	Clyde	TX	Wind Turbine	533	32-29-11.77N	99-33-54.21W
2019-WTW-10558-OE	Clyde	TX	Wind Turbine	533	32-29-16.91N	99-33-34.45W
2019-WTW-10559-OE	Clyde	TX	Wind Turbine	533	32-29-19.45N	99-33-18.30W
2019-WTW-10560-OE	Clyde	TX	Wind Turbine	533	32-29-22.04N	99-33-02.01W
2019-WTW-10561-OE	Clyde	TX	Wind Turbine	533	32-28-31.88N	99-33-51.86W
2019-WTW-10562-OE	Clyde	TX	Wind Turbine	533	32-28-17.92N	99-33-41.75W
2019-WTW-10563-OE	Clyde	TX	Wind Turbine	533	32-28-16.54N	99-33-24.47W
2019-WTW-10564-OE	Clyde	TX	Wind Turbine	533	32-28-14.72N	99-33-08.88W
2019-WTW-10565-OE	Clyde	TX	Wind Turbine	533	32-28-04.29N	99-32-52.80W
2019-WTW-10566-OE	Clyde	TX	Wind Turbine	533	32-28-08.01N	99-32-36.63W
2019-WTW-10567-OE	Clyde	TX	Wind Turbine	533	32-28-11.27N	99-32-20.85W
2019-WTW-10568-OE	Clyde	TX	Wind Turbine	533	32-28-15.93N	99-32-02.23W
2019-WTW-10569-OE	Clyde	TX	Wind Turbine	533	32-28-19.40N	99-31-46.07W
2019-WTW-10570-OE	Clyde	TX	Wind Turbine	533	32-28-37.17N	99-31-34.88W
2019-WTW-10571-OE	Clyde	TX	Wind Turbine	533	32-28-40.08N	99-31-19.53W
2019-WTW-10572-OE	Clyde	TX	Wind Turbine	533	32-28-36.63N	99-31-05.59W
2019-WTW-10573-OE	Clyde	TX	Wind Turbine	533	32-27-07.03N	99-34-07.99W
2019-WTW-10574-OE	Clyde	TX	Wind Turbine	533	32-27-10.37N	99-33-53.09W
2019-WTW-10575-OE	Clyde	TX	Wind Turbine	533	32-27-15.07N	99-33-38.04W
2019-WTW-10576-OE	Clyde	TX	Wind Turbine	533	32-27-24.32N	99-33-01.11W
2019-WTW-10577-OE	Clyde	TX	Wind Turbine	533	32-27-31.07N	99-32-38.12W
2019-WTW-10578-OE	Clyde	TX	Wind Turbine	533	32-27-17.06N	99-32-28.32W
2019-WTW-10579-OE	Clyde	TX	Wind Turbine	533	32-27-21.52N	99-32-13.40W
2019-WTW-10580-OE	Clyde	TX	Wind Turbine	533	32-27-25.74N	99-32-00.07W
2019-WTW-10581-OE	Clyde	TX	Wind Turbine	533	32-27-27.33N	99-31-26.88W
2019-WTW-10582-OE	Clyde	TX	Wind Turbine	533	32-27-41.66N	99-31-05.51W
2019-WTW-10583-OE	Clyde	TX	Wind Turbine	533	32-26-14.31N	99-34-02.56W
2019-WTW-10584-OE	Clyde	TX	Wind Turbine	533	32-26-19.40N	99-33-46.40W
2019-WTW-10585-OE	Clyde	TX	Wind Turbine	533	32-26-21.86N	99-33-08.09W
2019-WTW-10586-OE	Clyde	TX	Wind Turbine	533	32-26-41.28N	99-32-32.58W
2019-WTW-10587-OE	Clyde	TX	Wind Turbine	533	32-26-46.40N	99-32-19.43W
2019-WTW-10588-OE	Clyde	TX	Wind Turbine	533	32-26-51.68N	99-31-52.07W

ASN	City	State	Str. Type	AGL	Latitude	Longitude
2019-WTW-10589-OE	Clyde	TX	Wind Turbine	533	32-27-59.91N	99-29-59.75W
2019-WTW-10590-OE	Clyde	TX	Wind Turbine	533	32-28-02.44N	99-29-44.08W
2019-WTW-10591-OE	Clyde	TX	Wind Turbine	533	32-28-07.16N	99-29-27.77W
2019-WTW-10592-OE	Clyde	TX	Wind Turbine	533	32-28-11.08N	99-29-11.80W
2019-WTW-10593-OE	Clyde	TX	Wind Turbine	533	32-28-18.17N	99-28-53.15W
2019-WTW-10594-OE	Clyde	TX	Wind Turbine	533	32-28-21.92N	99-28-27.68W
2019-WTW-10595-OE	Clyde	TX	Wind Turbine	533	32-28-21.98N	99-28-13.73W
2019-WTW-10596-OE	Clyde	TX	Wind Turbine	533	32-28-21.77N	99-27-51.13W
2019-WTW-10597-OE	Clyde	TX	Wind Turbine	533	32-27-23.57N	99-29-12.75W
2019-WTW-10598-OE	Clyde	TX	Wind Turbine	533	32-27-28.42N	99-28-57.29W
2019-WTW-10599-OE	Clyde	TX	Wind Turbine	533	32-27-32.46N	99-28-40.78W
2019-WTW-10600-OE	Clyde	TX	Wind Turbine	533	32-27-39.16N	99-28-25.82W
2019-WTW-10601-OE	Clyde	TX	Wind Turbine	533	32-26-23.16N	99-29-03.21W
2019-WTW-10602-OE	Clyde	TX	Wind Turbine	533	32-26-37.19N	99-28-46.84W
2019-WTW-10603-OE	Clyde	TX	Wind Turbine	533	32-26-48.82N	99-28-13.96W
2019-WTW-10604-OE	Clyde	TX	Wind Turbine	533	32-26-56.96N	99-27-59.82W
2019-WTW-10605-OE	Clyde	TX	Wind Turbine	533	32-27-18.73N	99-27-08.82W
2019-WTW-10606-OE	Clyde	TX	Wind Turbine	533	32-27-25.47N	99-26-52.83W
2019-WTW-10607-OE	Clyde	TX	Wind Turbine	533	32-27-30.89N	99-26-37.61W
2019-WTW-10608-OE	Clyde	TX	Wind Turbine	533	32-27-39.14N	99-26-17.03W
2019-WTW-10609-OE	Clyde	TX	Wind Turbine	533	32-27-49.55N	99-25-51.87W
2019-WTW-10610-OE	Clyde	TX	Wind Turbine	533	32-27-55.46N	99-25-36.74W
2019-WTW-10611-OE	Clyde	TX	Wind Turbine	533	32-28-00.92N	99-25-21.37W
2019-WTW-10612-OE	Clyde	TX	Wind Turbine	533	32-28-37.76N	99-26-04.22W
2019-WTW-10613-OE	Clyde	TX	Wind Turbine	533	32-28-50.44N	99-25-48.79W
2019-WTW-10614-OE	Clyde	TX	Wind Turbine	533	32-29-01.75N	99-25-37.20W
2019-WTW-10615-OE	Clyde	TX	Wind Turbine	533	32-26-46.66N	99-26-32.37W
2019-WTW-10616-OE	Clyde	TX	Wind Turbine	533	32-26-52.88N	99-26-17.23W
2019-WTW-10617-OE	Clyde	TX	Wind Turbine	533	32-26-59.65N	99-26-01.72W
2019-WTW-10618-OE	Clyde	TX	Wind Turbine	533	32-27-07.11N	99-25-45.90W
2019-WTW-10619-OE	Clyde	TX	Wind Turbine	533	32-27-15.13N	99-25-26.99W
2019-WTW-10620-OE	Clyde	TX	Wind Turbine	533	32-27-23.38N	99-25-13.25W
2019-WTW-10621-OE	Clyde	TX	Wind Turbine	533	32-27-31.24N	99-24-52.33W
2019-WTW-10622-OE	Clyde	TX	Wind Turbine	533	32-25-59.41N	99-26-07.33W
2019-WTW-10623-OE	Clyde	TX	Wind Turbine	533	32-26-13.78N	99-25-55.48W
2019-WTW-10624-OE	Clyde	TX	Wind Turbine	533	32-26-22.93N	99-25-39.67W
2019-WTW-10625-OE	Clyde	TX	Wind Turbine	533	32-26-35.11N	99-25-21.92W
2019-WTW-10626-OE	Clyde	TX	Wind Turbine	533	32-26-49.84N	99-24-56.40W

ASN	City	State	Str. Type	AGL	Latitude	Longitude
2019-WTW-10627-OE	Clyde	TX	Wind Turbine	533	32-27-00.30N	99-24-42.80W
2019-WTW-10628-OE	Clyde	TX	Wind Turbine	533	32-27-04.81N	99-24-25.30W
2019-WTW-10629-OE	Clyde	TX	Wind Turbine	533	32-25-56.19N	99-25-41.62W
2019-WTW-10630-OE	Clyde	TX	Wind Turbine	533	32-25-56.40N	99-25-22.90W
2019-WTW-10631-OE	Clyde	TX	Wind Turbine	533	32-25-56.28N	99-25-02.40W
2019-WTW-10632-OE	Clyde	TX	Wind Turbine	533	32-25-59.51N	99-24-40.48W
2019-WTW-10633-OE	Clyde	TX	Wind Turbine	533	32-26-07.20N	99-24-25.05W
2019-WTW-10634-OE	Clyde	TX	Wind Turbine	533	32-26-21.21N	99-24-09.96W
2019-WTW-10635-OE	Clyde	TX	Wind Turbine	533	32-26-04.46N	99-32-59.67W
2019-WTW-10636-OE	Clyde	TX	Wind Turbine	533	32-26-12.52N	99-32-45.10W
2019-WTW-10637-OE	Clyde	TX	Wind Turbine	533	32-26-23.67N	99-32-09.38W

ATTACHMENT B: Mesquite Sky Wind Turbines and Project Area



ATTACHMENT C

Curtailment Communications Protocol [Exhibit to be updated 60 days prior to COD]

1. Purpose and Scope. This Attachment establishes the protocol for communication between Project Owner and the 7th Operations Support Squadron Weather Flight (7 OSS/OSW) acting on behalf of the MILDEP when curtailment of wind turbine operations is required for training purposes. The Attachment also establishes the protocol for communication between Project Owner and NORAD J36 when curtailment (as outlined in Section 4.C. of the Agreement) is required a national security of defense purpose.

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

a. **7 OSS/OSW:** Members of the 7 OSS/OSW will be the primary MILDEP points of contact. They report to the 7th Bomb Wing (7 BW) through the 7th Operation Group (7 OG). These are the only persons authorized to request curtailment for training purposes for Dyess Air Force Base. The Flight Commander and Flight Chief of 7 OSS/OSW are the primary points of contact for all real-time communications between 7 OSS/OSW and Project Owner.

b. **NORAD:** NORAD J36 will be the primary point of contact if curtailment for a national security or defense purpose is required.

c. **Project Owner:** The Project Owner Remote Operations Center (ROC), Clearway Renew Performance Monitoring Center (realtime@clearwayenergy.com), is the only Party authorized to receive a request by 7 OSS/OSW for curtailment.

3. Curtailment Procedures

a. **Severe Weather Curtailment Procedures:** As soon as severe weather is expected the 7 OSS/OSW will send an email to the ROC giving an overview of expected weather conditions and timing to arrive on Dyess AFB. Curtailment is not limited to this timeframe, as it is an early-notice best guess. Subsequent emails will be sent out at 0200, 1000, and 1900 CST (or CDT). These emails are not required for curtailment to be requested, as severe weather can happen unexpectedly without advanced notice. When curtailment for severe weather is required, 7 OSS/OSW personnel will first receive approval from the 7 OSS/OSW Flight Commander or Flight Chief. After receiving approval, the 7 OSS/OSW will contact the ROC by phone to request curtailment. At that time, the 7 OSS/OSW will also give an estimate end of curtailment. Curtailment contacts will exchange initials and the time of the phone call, and the ROC will begin feathering the Project's turbines. To end the curtailment, the 7 OSS/OSW will contact the ROC, giving notification that it is safe to end curtailment. If the curtailment is not concluded

by the estimated end time, the ROC will contact the 7 OSS/OSW to request an end to curtailment or to receive an updated estimated end of curtailment.

b. Curtailment Procedures for a National Security or Defense Purpose:

Under circumstances described in section 4.C of this agreement, the applicable NORAD Air Defense Sector (ADS) will call the ROC Project operations center at (480) 424-1680 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 ROC Project operations center as soon as possible after the air defense event is terminated and curtailment is no longer required.

4. Verification of Severe Weather Curtailment. Project Owner ROC shall notify the 7 OSS/OSW promptly by phone to confirm that the Project's turbine blades are curtailed so that the turbine blades are feathered. 7 OSS/OSW members will then verify the decreased radar signature, and both parties will exchange initials and note the time of verification. This is the time that the curtailment begins. Following the phone call, the ROC shall promptly thereafter send an email to the 7 OSS/OSW email (7OSSA3W@us.af.mil) to memorialize this notice. To verify the end of curtailment, 7 OSS/OSW will contact the ROC, and upon notification that the ROC may end the curtailment, both parties will exchange initials and the time, and the ROC shall promptly thereafter send an email to the 7 OSS/OSW email (7OSSA3W@us.af.mil) to memorialize this notice.

5. Remote Curtailment Scheduling. [RESERVED]

6. Contact Listing

a. Relevant AF Installation/Office:

(1) Contact 1: 7 OSS/OSW Flight Commander

Phone (325) 696-2504

(2) Contact 2: 7 OSS/OSR Flight Chief

Phone (325) 696-4364

Organizational E-mail: 7OSSA3W@us.af.mil

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

c. Project Owner:

(1) Contact 1: [To be provided no later than 60 days prior to installation of Project]

(2) Contact 2: [To be provided no later than 60 days prior to installation of Project]

7. Reporting. The operations of the Project will be controlled and monitored using a system known as the Supervisory Control and Data Acquisition (SCADA) system.

a. **Quarterly Report.** Project Owner shall create a quarterly report using the SCADA system that will show the precise number of Hours the Project was curtailed during each quarter (hereinafter the "quarterly report"). Project Owner shall deliver each quarterly report to the 7 OSS/OSW Curtailment Contact within 7 days after the end of each quarter. Project Owner and 7 OSS/OSW may discuss such quarterly reports during periodic review sessions, or at any such time as Project Owner and 7 OSS/OSW mutually agree.

b. **Annual Report.** At the end of each Calendar Year, Project Owner shall create an annual report using the SCADA system (hereinafter the "annual report") to show the sum of Hours the Project was curtailed during that Calendar Year, as recorded by Project Owner, and a historical schedule showing actual curtailment hours pertaining to all preceding years of the Project's operation. Project Owner shall deliver the annual report to the 7 OSS/OSW within 15 days after the end of each Calendar Year. Within 7 days after receiving the annual report, the 7 OSW/OSR Curtailment Contact shall provide to Project Owner Curtailment Contact written notice via email that 7 OSW/OSW Scheduling Office either (i) accepts the annual report as accurate, or (ii) disagrees with the annual report, in which case 7 OSW/OSW and Project Owner shall enter dispute resolution as described in Section 9 of the Agreement. The outcome of such dispute resolution shall be a revised annual report agreed upon by 7 OSW/OSW and Project Owner and memorialized in writing. The number of hours of curtailment for a given calendar year as agreed upon by 7 OSW/OSW and Project Owner and memorialized in writing in accordance with this subsection shall be the actual curtailment hours.

8. Process Reviews. 7 OSW/OSW and Project Owner shall conduct a semi-annual review to ensure that proper procedures are followed and to identify any lessons learned. Project Owner and 7 OSS/OSW may conduct more frequent process reviews in case of concern regarding process adherence.

9. Process Testing. 7 OSS/OSW Scheduling Office and Project Owner shall conduct at least two tests of these procedures prior to the Project's Commercial Operation Date. These tests shall be scheduled at a mutually agreeable time and location. The first test shall be conducted during the development of the Project's control system and shall be in the form of a technical discussion of the process and how the curtailment will be implemented. The second test shall occur during the Project's final commissioning and testing and shall represent a simulation of the process described herein. Upon completion of each test, 7 OSS/OSW and Project Owner shall review the test results to identify any potential improvements to the process.