

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE,
AND WIBAUX WIND, LLC,
ADDRESSING THE WIBAUX WIND PROJECT
NEAR WIBAUX, MONTANA**

This is an agreement among the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, the Department of the Air Force (DAF), acting through the Deputy Assistant Secretary of the Air Force for Installations (collectively, the “DoD parties”), and Wibaux 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 (U.S.C.), and part 211 of title 32, Code of Federal Regulations (CFR).

Attachments A, *Federal Aviation Administration Filings for Wibaux Wind Project*; B, *Wibaux 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 Wibaux Wind Project (Project) to proceed with development.

B. De-confliction. As the Project was originally filed, its spinning turbine blades would conflict with the North American Aerospace Defense Command’s (NORAD’s) operation of the Watford City Air Route Surveillance Radar Model 4 (ARSR-4). Potential impacts identified include the partial loss of primary detections and primary false targets. The parties have focused on de-conflicting these activities and agree that the terms below will allow the mutual goals of the parties to be met.

SECTION 2. DEFINITIONS.

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

B. Actual Curtailment Hours. [RESERVED]

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. [RESERVED]

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

F. CFR. Code of Federal Regulations.

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

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

I. Day. [RESERVED]

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

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

L. Fiscal Year. [RESERVED]

M. Hour. 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 next 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.

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

O. Project. The Wibaux Wind Project, which will consist of no more than 84 wind turbines and three (3) meteorological evaluation towers (MET) identified on Attachment A or by

substitute ASNs submitted in accordance with section 10.A of this agreement. The three (3) Project METs are to be filed by the Project Owner within 36 months of the execution of this agreement.

P. Project Owner. Wibaux Wind, LLC, and its successors and assigns.

Q. 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.

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

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

SECTION 3. MITIGATION WITH VOLUNTARY CONTRIBUTION.

A. In General. This agreement is structured to ensure Project Owner may construct and operate the Project without adversely impacting DoD military operations and readiness. Project Owner agrees to limit the total number of Project wind turbines to no more than 84 turbines with a maximum height of 699 feet above ground level (AGL) and to limit the number of METs to three (3) with a maximum height of 460 feet AGL. The ASNs for these METs will be filed within 36 months after the execution of this agreement. With the exception of changes allowed pursuant to Section 10.A, Project Owner agrees to restrict the construction of the Project to the specific geographic coordinates, listed in Attachment A, and the Project Area boundary, as shown 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 completion (for RAM scheduling purposes) and again when the Project is complete and operational so that the RAM can actually be accomplished.

B. Impact Analysis during Test Energy Phase. Following the installation of each wind turbine, Project Owner shall conduct testing of the wind turbine and associated equipment and its ability to generate power and deliver power to the transmission system. This testing and commissioning process shall occur for each wind turbine (individually a “test energy procedure” and, collectively, the “test energy phase”). Prior to the start of the test energy phase, the DAF 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 DAF and Project Owner shall remain in close communication, particularly regarding Project Owner’s scheduling of each test energy procedure and the DAF’s scheduling of missions that would be affected by wind turbines. The DAF agrees to conduct analysis on a not-to-interfere-with-mission-requirements basis regarding any effect on its operations caused by the test energy procedure of each wind turbine, so long as DAF has funding available for such an analysis, and agrees to share with Project Owner any results, including technical parameters, that might indicate that curtailment may not be necessary under certain conditions or for certain periods of time.

C. Voluntary Contribution. Subject to the terms and conditions of this agreement, Project Owner shall pay to DoD, within 10 days of the operational date of the Project, the amount of \$80,000. DoD will use these funds to offset the cost of measures undertaken by DoD to mitigate adverse impacts of this Project or other energy projects within the meaning of 10 U.S.C. section 183a on military operations and readiness or to conduct studies of potential measures to mitigate such impacts. DoD will 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. All voluntary contributions shall be paid electronically through Pay.gov.

1. Project Owner shall use one of the following two methods of making payment:
 - a. ACH Debit (preferred). ACH debit authorizes Pay.gov to request a payment immediately upon processing. Many institutions use ACH debit blocks as a precaution to prevent accidental withdrawals from unauthorized sources. In order to ensure the transaction is not blocked, Project Owner will use DoD's specified ID number as an exception for the debits authorized on the Pay.gov site. The ID for this specific collection is 00008522Z4.
 - b. ACH Credit. ACH Credit is a promise to arrange a payment from the promisor's bank account to the agency being paid.
2. To complete a voluntary contribution transaction:
 - a. Visit the Pay.gov website: <https://www.pay.gov/public/form/start/579188704>.
 - b. Fill out the form provided on the site.
 - c. Once submitted, print a copy of the confirmation for your records.
3. Data to include on submittal:
 - a. Collection Number: The collection number for this transaction will be: 2021SustainablePowerGroupWibaux.
 - b. Description: \$80,000.
 - c. For further assistance, visit Pay.gov Web Help section: <https://www.pay.gov/WebHelp/HTML/about.html>

DoD Primary POC for voluntary contribution settlement:
Krishna Nekkhalapudi
WHS Financial Management Directorate
4800 Mark Center Drive

Alexandria, VA 22350
Office: 703-545-0048
Email: krishnachaitanya.nekkalapudi.civ@mail.mil

DoD Alternate POC for voluntary contribution settlement:
Antonio King
WHS Financial Management Directorate
4800 Mark Center Drive
Alexandria, VA 22350
Office: 703-545-0028
Email: antonio.d.king10.civ@mail.mil

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

D. Amendment of Applications. [RESERVED]

E. Withdrawal of Objections.

1. Within 10 calendar days of the execution of this agreement, the DoD parties shall deliver to the FAA “No Objections with Provisions” for the ASNs corresponding to the wind turbine 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 apply to the FAA for up to three (3) ASNs for METs within 36 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 MET towers, provided that the total number of METs does not exceed three (3), that the proposed height of those METs does not exceed 460 feet AGL, the proposed MET locations are within the Project Area boundary as shown in Attachment B, and a statement is incorporated into FAA’s OE/AAA system into the ASNs referencing this agreement, referring to it by its title, the date executed and its signatories. The “Provisions” will incorporate by reference this agreement, referring to it by its title, the date executed, and its signatories.

3. All parties agree that if Project Owner requests to extend the effective period of FAA’s Determination of No Hazard to Air Navigation in accordance with 14 C.F.R. section 77.35, then the DoD parties agree to deliver to the FAA “No Objections with Provisions” provided that the affected ASNs are listed on Attachment A (as amended, if applicable, in accordance with section 10.A below), do not exceed the maximum height specified in Section 3.A, are located within the siting parameters of the Project area specified in Attachment B of this agreement or any amendments to this agreement; the total number of wind turbine ASNs for the Project still does not exceed 84 and three (3) METs; and a statement is incorporated into FAA’s OE/AAA system into the ASNs referencing this agreement, referring to it by its title, the date executed and its signatories.

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

F. Other Regulatory Actions. This agreement shall not prevent or limit the DoD parties from communicating in any form with any regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting NORAD and the ARSR-4 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. Upon request by either DoD party or NORAD, Project Owner agrees to immediately curtail wind turbine operations for a National Security or Defense Purpose utilizing the communication protocol set out in Attachment C. Such curtailment may not be requested except for a National Security or Defense Purpose. Curtailment for a National Security or Defense Purpose will be temporary in nature and extend only so long as is absolutely necessary to meet the discrete, temporary, and stated National Security or Defense Purpose. This agreement in no way precludes Project Owner from seeking any available legal remedies for any curtailment associated with a national security emergency other than challenging the curtailment itself. Any request for curtailment under this subsection will be communicated by either DoD party or the 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 excess wear and tear on the Project. Project Owner agrees that it is responsible for any damage or wear and tear to the turbines as a result of curtailment (as defined in Section 2.G) pursuant to this agreement.

F. Disclosure of Curtailment Request. Project Owner acknowledges that there may be national security considerations associated with any request by the DAF 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 DAF, and the DAF 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 DAF 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 shall provide advance written notice to the DAF of the following within 30 days from the date that Project Owner obtains such knowledge:

- a. The names of entities or persons having a direct ownership interest in the Project.
- b. The names of the material vendors, entities or persons with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project.
- c. The names of any foreign entities or persons being allowed to access the wind turbine structures and associated data systems.

2. For those entities or persons identified under paragraphs 5.B.1.a and 5.B.1.b, the DAF agrees to identify to Project Owner, no later than 30 days submission of Project Owner's written notice, any entity or person posing a security concern. For those entities or persons identified under paragraph 5.B.1.c, the DAF agrees to identify to Project Owner, no later than 30 days after the receipt of the name of any foreign entity or person allowed to access the wind turbines and associated data systems, any entity or person posing a security concern. Project Owner agrees to enter into negotiations with the DoD parties in order to mitigate any such concern. Any such security concern must be resolved prior to allowing access to the site by such persons or representatives of such entities or the use of wind turbines or other permanent on-site equipment manufactured by such entity.

3. Project Owner agrees to provide advance written notice to the DAF of Project Owner's use of any material vendor not previously screened pursuant to this section. The term "material" used in this subsection means "significant, influential, or relevant." Project Owner shall allow the DAF 30 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 30 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. The assignor shall provide a copy of this agreement to the assignee. The assignee shall provide new point of contact information (as in Section 8) to the DoD parties. Project Owner may assign its interests hereunder, in whole or in part, to one or more of its affiliates without the consent of the DoD parties. In addition, Project Owner may assign this Agreement, in whole or in part, without the consent of the DoD parties to any lender or equity investor providing financing in respect of the Project, however any such assignment to a lender or equity investor shall not release Project Owner from its obligations under this agreement.

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 DAF. Nothing in this agreement shall prohibit or limit DoD from objecting to the transaction before CFIUS, nor limit communications with CFIUS during national security reviews and investigations, and, should mitigation result, during mitigation, tracking, and post-consummation monitoring and enforcement, pursuant to applicable statutes and regulations.

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

SECTION 7. EFFECTIVE DATE AND EXPIRATION.

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

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

1. Construction of the Project has not commenced within the time prescribed under 14 CFR sections 77.33 and 77.35.
2. The Project is decommissioned.
3. The DoD ceases to use the Radar system permanently. However, if the current radar is replaced with a radar system that has similar needs for mitigation, then this agreement shall not expire.

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.

1. DoD:

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

- b. NORAD Radar Analysis Branch, 250 Vandenberg Street, Ste B016, Peterson AFB, CO, 80914, n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

2. DAF: 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, SAF.IEI.Encroachment@us.af.mil

3. Project Owner: Asset Management, Wibaux Wind, LLC, 2180 S 1300 E Ste. 600, Salt Lake City, UT 84105, 801-679-3500, cory.blair@aes.com

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

SECTION 9. BREACH AND 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. Failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved parties as to whether a

breach occurred, the involved parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the DAF and NORAD. Disputes may be elevated, on the part of the DoD parties, to the DAF headquarters and then to the Executive Director of the Siting Clearinghouse. If the breach is not cured or resolved after this initial dispute resolution process, any party may seek to enforce this agreement. Each party specifically reserves any and all rights or causes of action it may have both at law and in equity to require compliance with any provision of this agreement. Each party reserves the right to enforce or refrain from enforcing against another party the terms of this agreement as it sees fit and failure to enforce does not act to excuse future breaches.

SECTION 10. GENERAL PROVISIONS.

A. Amendments. Any party to this agreement may request that it be amended, whereupon the parties agree to consult to consider such amendments. Any amendment to this agreement shall become effective when signed by all of the parties unless its terms provide for a different effective date. Amendments only providing substitute ASNs within the Project boundary, with no change to height or total number of Project ASNs, need only be signed by the DAF's and Project Owner's designated Project officers if filed with FAA within 36 months of the effective date of this agreement.

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 Montana, 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 that achieve the purpose intended by the parties to the greatest extent permitted by law.

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

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

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

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

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

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

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

N. Completion of Construction. Within 60 days of the completion of construction of the Project, Project Owner shall deliver to DoD copies of the FAA form 7460-2 for each ASN, including the final coordinates for each turbine erected.

O. Grid Operator Protocols. Project Owner shall disclose this curtailment requirement to the grid operator and shall comply with this agreement's curtailment provisions, including requesting waivers from the grid operator if grid protocols would interfere with this agreement.

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

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

FOR THE DEPARTMENT OF DEFENSE:

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

Date

FOR THE DEPARTMENT OF THE AIR FORCE:

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

Date

FOR WIBAUX WIND, LLC:



Arlo Corwin
Authorized Person, Wibaux Wind, LLC

6/10/2021

Date

ATTACHMENT A

Federal Aviation Administration Filings for Wibaux Wind Project

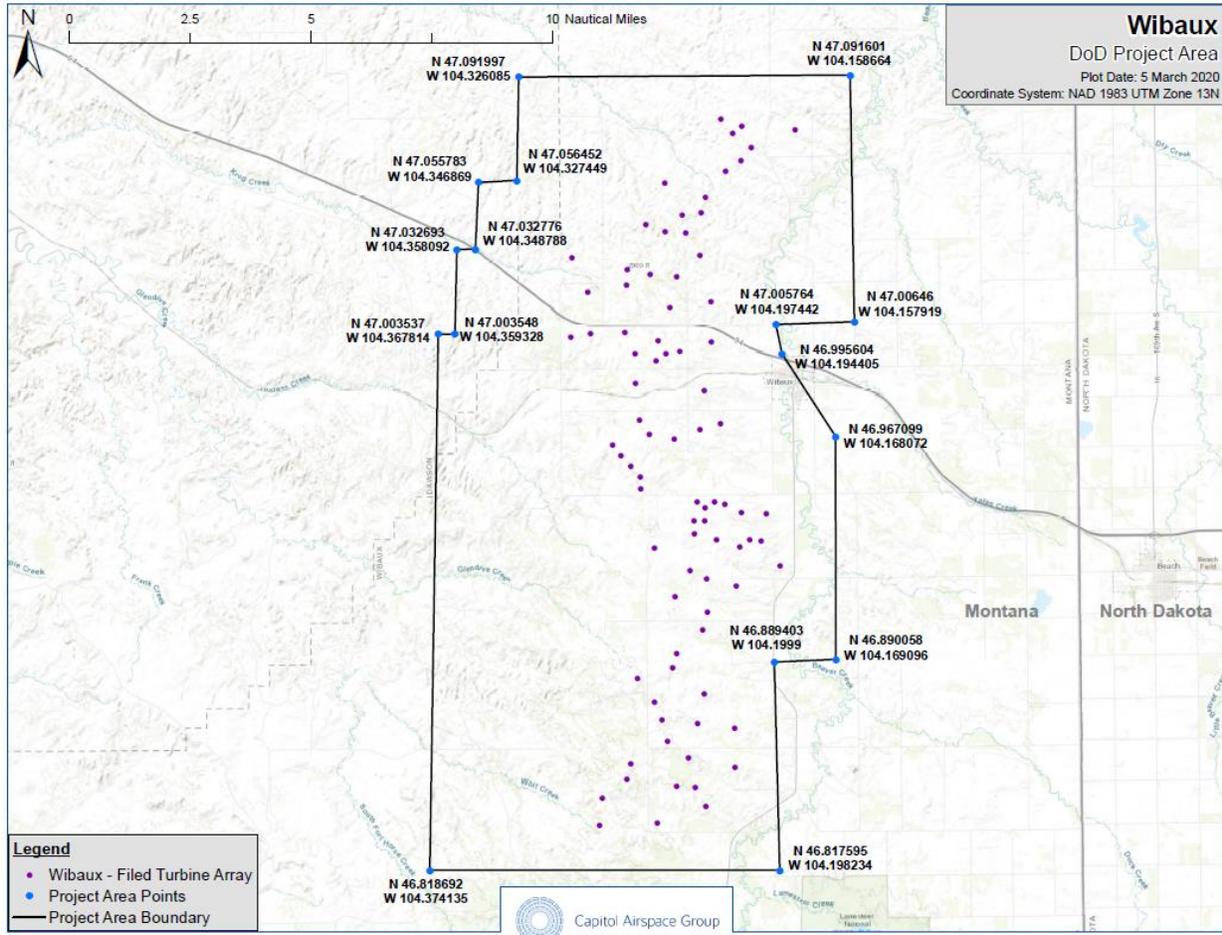
ASN	Structure	City	State	Feet AGL	Latitude	Longitude
2019-WTW-11515-OE	T01	Wibaux	MT	699	47.07684722	-104.2241944
2019-WTW-11516-OE	T02	Wibaux	MT	699	47.07456111	-104.2136389
2019-WTW-11517-OE	T03	Wibaux	MT	699	47.07289722	-104.1867389
2019-WTW-11518-OE	T04	Wibaux	MT	699	47.07189444	-104.2182917
2019-WTW-11519-OE	T05	Wibaux	MT	699	47.06688333	-104.2091444
2019-WTW-11520-OE	T06	Wibaux	MT	699	47.06259722	-104.2142194
2019-WTW-11521-OE	T07	Wibaux	MT	699	47.05881389	-104.2221528
2019-WTW-11522-OE	T08	Wibaux	MT	699	47.055025	-104.2527722
2019-WTW-11523-OE	T09	Wibaux	MT	699	47.04986389	-104.2323
2019-WTW-11524-OE	T10	Wibaux	MT	699	47.04455556	-104.2344889
2019-WTW-11525-OE	T11	Wibaux	MT	699	47.04391944	-104.2440389
2019-WTW-11526-OE	T12	Wibaux	MT	699	47.04053889	-104.2624833
2019-WTW-11527-OE	T13	Wibaux	MT	699	47.03837222	-104.2528806
2019-WTW-11528-OE	T14	Wibaux	MT	699	47.03786111	-104.2424806
2019-WTW-11529-OE	T15	Wibaux	MT	699	47.03016389	-104.2353528
2019-WTW-11530-OE	T16	Wibaux	MT	699	47.02959722	-104.2998583
2019-WTW-11531-OE	T17	Wibaux	MT	699	47.02518333	-104.2721972
2019-WTW-11532-OE	T18	Wibaux	MT	699	47.02349167	-104.2606333
2019-WTW-11533-OE	T19	Wibaux	MT	699	47.02259444	-104.2473
2019-WTW-11534-OE	T20	Wibaux	MT	699	47.01979722	-104.2726389
2019-WTW-11535-OE	T21	Wibaux	MT	699	47.01774722	-104.2923444
2019-WTW-11536-OE	T22	Wibaux	MT	699	47.01399444	-104.2302083
2019-WTW-11537-OE	T23	Wibaux	MT	699	47.012025	-104.2509028
2019-WTW-11538-OE	T24	Wibaux	MT	699	47.00333333	-104.2735583
2019-WTW-11539-OE	T25	Wibaux	MT	699	47.003075	-104.2909861
2019-WTW-11540-OE	T26	Wibaux	MT	699	47.00011667	-104.2300722
2019-WTW-11541-OE	T27	Wibaux	MT	699	47.00046667	-104.2569667
2019-WTW-11542-OE	T28	Wibaux	MT	699	47.00223889	-104.3008639
2019-WTW-11543-OE	T29	Wibaux	MT	699	46.99678611	-104.2462028
2019-WTW-11544-OE	T30	Wibaux	MT	699	46.99608611	-104.2529333
2019-WTW-11545-OE	T31	Wibaux	MT	699	46.99625	-104.2686722
2019-WTW-11546-OE	T32	Wibaux	MT	699	46.99373889	-104.2580861
2019-WTW-11547-OE	T33	Wibaux	MT	699	46.98587778	-104.2686111
2019-WTW-11548-OE	T34	Wibaux	MT	699	46.98315556	-104.2338111
2019-WTW-11549-OE	T35	Wibaux	MT	699	46.97182222	-104.2257667
2019-WTW-11550-OE	T36	Wibaux	MT	699	46.97304722	-104.2668444
2019-WTW-11551-OE	T37	Wibaux	MT	699	46.96965278	-104.2362833
2019-WTW-11552-OE	T38	Wibaux	MT	699	46.96853056	-104.2617528

ASN	Structure	City	State	Feet AGL	Latitude	Longitude
2019-WTW-11553-OE	T39	Wibaux	MT	699	46.96681667	-104.2494
2019-WTW-11554-OE	T40	Wibaux	MT	699	46.96470833	-104.2802556
2019-WTW-11555-OE	T41	Wibaux	MT	699	46.96096389	-104.2763444
2019-WTW-11556-OE	T42	Wibaux	MT	699	46.95750833	-104.2712139
2019-WTW-11557-OE	T43	Wibaux	MT	699	46.95345	-104.2666056
2019-WTW-11558-OE	T44	Wibaux	MT	699	46.94969444	-104.2664694
2019-WTW-11559-OE	T45	Wibaux	MT	699	46.94463611	-104.2293417
2019-WTW-11560-OE	T46	Wibaux	MT	699	46.94484722	-104.2381694
2019-WTW-11561-OE	T47	Wibaux	MT	699	46.94415	-104.2240917
2019-WTW-11562-OE	T48	Wibaux	MT	699	46.94286667	-104.2339667
2019-WTW-11563-OE	T49	Wibaux	MT	699	46.94105833	-104.2157472
2019-WTW-11564-OE	T50	Wibaux	MT	699	46.94045278	-104.2032472
2019-WTW-11565-OE	T51	Wibaux	MT	699	46.9385	-104.2398417
2019-WTW-11566-OE	T52	Wibaux	MT	699	46.93818056	-104.2342611
2019-WTW-11567-OE	T53	Wibaux	MT	699	46.93375833	-104.2396972
2019-WTW-11568-OE	T54	Wibaux	MT	699	46.93146667	-104.2117972
2019-WTW-11569-OE	T55	Wibaux	MT	699	46.930975	-104.2058917
2019-WTW-11570-OE	T56	Wibaux	MT	699	46.93183889	-104.2286444
2019-WTW-11571-OE	T57	Wibaux	MT	699	46.92924722	-104.2167
2019-WTW-11572-OE	T58	Wibaux	MT	699	46.92908889	-104.2597778
2019-WTW-11573-OE	T59	Wibaux	MT	699	46.92236944	-104.1965167
2019-WTW-11574-OE	T60	Wibaux	MT	699	46.92111389	-104.2419083
2019-WTW-11575-OE	T61	Wibaux	MT	699	46.91822222	-104.2335861
2019-WTW-11576-OE	T62	Wibaux	MT	699	46.91576667	-104.2185944
2019-WTW-11577-OE	T63	Wibaux	MT	699	46.91229444	-104.2497083
2019-WTW-11578-OE	T64	Wibaux	MT	699	46.906725	-104.2334556
2019-WTW-11579-OE	T65	Wibaux	MT	699	46.90058611	-104.2358833
2019-WTW-11580-OE	T66	Wibaux	MT	699	46.89257222	-104.2491222
2019-WTW-11581-OE	T67	Wibaux	MT	699	46.88763611	-104.2511611
2019-WTW-11582-OE	T68	Wibaux	MT	699	46.88415278	-104.2689306
2019-WTW-11583-OE	T69	Wibaux	MT	699	46.87857778	-104.2352778
2019-WTW-11584-OE	T70	Wibaux	MT	699	46.87599722	-104.2605083
2019-WTW-11585-OE	T71	Wibaux	MT	699	46.869675	-104.2566583
2019-WTW-11586-OE	T72	Wibaux	MT	699	46.86820833	-104.2389667
2019-WTW-11587-OE	T73	Wibaux	MT	699	46.86669722	-104.2203389
2019-WTW-11588-OE	T74	Wibaux	MT	699	46.86245833	-104.2541333
2019-WTW-11589-OE	T75	Wibaux	MT	699	46.85645833	-104.2437472
2019-WTW-11590-OE	T76	Wibaux	MT	699	46.8533	-104.2202583
2019-WTW-11591-OE	T77	Wibaux	MT	699	46.85492778	-104.2726028
2019-WTW-11592-OE	T78	Wibaux	MT	699	46.84954167	-104.2746444
2019-WTW-11593-OE	T79	Wibaux	MT	699	46.84668056	-104.2497611

ASN	Structure	City	State	Feet AGL	Latitude	Longitude
2019-WTW-11594-OE	T80	Wibaux	MT	699	46.84617222	-104.2405889
2019-WTW-11595-OE	T81	Wibaux	MT	699	46.84287222	-104.2871944
2019-WTW-11596-OE	T82	Wibaux	MT	699	46.83979167	-104.2350667
2019-WTW-11597-OE	T83	Wibaux	MT	699	46.83415	-104.2597722
2019-WTW-11598-OE	T84	Wibaux	MT	699	46.83343611	-104.2886861
<i>To Be Filed</i>	MET	Wibaux	MT	460	<i>TBD</i>	<i>TBD</i>
<i>To Be Filed</i>	MET	Wibaux	MT	460	<i>TBD</i>	<i>TBD</i>
<i>To Be Filed</i>	MET	Wibaux	MT	460	<i>TBD</i>	<i>TBD</i>

ATTACHMENT B

Wibaux Wind Turbines and Project Area



ATTACHMENT C
Curtailed Communications Protocol

Section 1. Notices. The following persons shall be the primary points of contact (POCs) for the parties for purposes of administering this agreement. Any party may change its POC by providing written notification of the change to the other parties at least 30 days in advance of the change taking effect.

A. DoD:

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

2. NORAD Radar Analysis Branch, 250 Vandenberg Street, Ste B016, Peterson AFB, CO, 80914, n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

B. DAF: Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, 1665 Air Force Pentagon, Suite 5E1000, Washington, DC 20330-1665, SAF.IEI.Encroachment@us.af.mil

C. Project Owner: Asset Management, Wibaux Wind, LLC, 2180 S 1300 E Ste. 600, Salt Lake City, UT 84105, 801-679-3500, cory.blair@aes.com

Section 2. Criteria for Curtailment. The parties agree that the following protocol will be used for communication between Project Owner and the DAF in the event curtailment of wind turbine operations will occur under circumstances delineated in Section 4 of the main agreement.

Section 3. Communications Protocol for a National Security or Defense Purpose. Under circumstances described in Section 4.C, the applicable NORAD Air Defense Sector (ADS) will call the Project operations center at 855-679-3553 or 801-419-4432 and request immediate curtailment. Advance notification is unlikely due to the unpredictable and dynamic nature of NORAD air defense events. The applicable NORAD ADS will call the Project operations center as soon as possible after the air defense event is terminated and curtailment is no longer required.