

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE, AND
BOWMAN WIND, LLC,
ADDRESSING THE BOWMAN WIND PROJECT
NEAR BOWMAN, NORTH DAKOTA**

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 (collectively, the “DoD parties”), and Bowman 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 Bowman Wind Project*; B, *Bowman Wind Project Map 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 Bowman Wind Project (Project) to proceed with construction and development.

B. De-confliction. As the Project was originally filed, the spinning wind turbines would conflict with MILDEP’s operation of the Powder River Training Complex (PRTC). As originally filed, the Project’s proposed turbine locations may have adversely affected the MILDEP’s Large Force Exercises (LFEs) conducted by the 28th Bomb Wing, Ellsworth Air Force Base (AFB), in South Dakota. This includes the effects of the spinning wind turbines on airborne Doppler radar. The parties have focused on de-conflicting these activities and agree that the terms below allow the mutual goals of the parties to be met.

SECTION 2. DEFINITIONS.

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

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

C. ADLS. Aircraft Detection Lighting Systems.

D. ASN. Federal Aviation Administration Aeronautical Study Number.

E. Banked Hours. [RESERVED]

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

G. CFR. Code of Federal Regulations.

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

1. Curtailment begins when rotor blade rotation stops and the blades are locked.

2. Curtailment ends after the MILDEP provides notification to Project Owner that cessation of operations is no longer required.

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

I. Day. A calendar day unless indicated otherwise.

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. The period that begins on October 1st and ends at the end of September 30th of the following year.

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

O. 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 Ellsworth AFB in support of emergency circumstances. An emergency circumstance does not include routine changes to the mission of Ellsworth AFB.

P. Project. The Bowman Wind Project, which will consist of no more than 100 wind turbines within the project area depicted in Attachment B. The proposed wind turbines are identified in Attachment A by ASN.

Q. Project Owner. Bowman Wind, LLC, and its successors and assigns.

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.

A. In General. This agreement is structured to ensure Project Owner may construct and operate the Project without adversely impacting military operations and readiness. Project Owner agrees to limit the total number of Project wind turbines to not more than 100, and the Project wind turbine blade tips to a maximum height of 700 feet above ground level. Project Owner agrees to restrict the construction of the Project to the specific geographic coordinates, listed in Attachment A, and Project Area as shown in Attachment B. The location, height, and number of the structures within the boundary may be altered, but not to exceed the maximum height (700 feet at the blade tip) or the maximum number of the turbines (100). The MILDEP may 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. Project Owner agrees to install Night Vision Goggle compatible lighting on all turbines associated with the Project that are required to have lighting pursuant to FAA requirements. Project Owner also agrees to ensure compliance with North Dakota law requiring aircraft detection lighting systems.

B. Impact Analysis during Test Energy Phase. [RESERVED]

C. Amendment of Applications. Project Owner agrees to amend its applications before the FAA, listed on Attachment A, by incorporating this agreement into each of those applications within 5 days of the execution of this agreement.

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. 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 this agreement or any amendments to this agreement, that the total number of structure ASNs after substitution does not exceed 100, and that this agreement is incorporated into the substitute ASN filings.

3. All parties agree that, if Project Owner requests to extend the effective period of FAA’s Determination of No Hazard to Air Navigation in accordance with 14 CFR section 77.35, then the DoD Parties 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 the wind turbine ASNs do not exceed the maximum height specified in section 3.A and are located within the siting parameters of the Project area specified in this agreement or any amendments to this agreement, that the total number of wind turbine ASNs for the Project still does not exceed 100, 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 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.

E. 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 Ellsworth AFB beyond the Project.

SECTION 4. CURTAILMENT.

A. Curtailment for Test Purposes. [RESERVED]

B. Curtailment for Training Purposes. The maximum curtailment requirement for training is 60 hours annually during the first 5-year period of this agreement. For each subsequent 5-year period after the first 5-year period, the MILDEP will re-examine the mission requirements and, in its sole discretion, adjust the total curtailment hours required for the next 5-year period. The maximum curtailment shall not exceed 80 hours for any annual period during the term of this agreement. The DoD parties agree that curtailment under this subsection (4.B) will only be requested in order to mitigate the impacts of the Project wind turbines on LFE training missions. The MILDEP and Project Owner agree to manage curtailment hours in accordance with the terms

and conditions set forth in this agreement and Attachment C. The MILDEP's LFE training missions are generally conducted during the workweek on a quarterly basis, never to exceed three days in a row.

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 up to 60 hours in any fiscal year or as adjusted pursuant to this subsection (4.B). The MILDEP has sole discretion to schedule these hours, up to six hours per week, in three-hour blocks on any day from Monday through Friday. There shall be no curtailment on any United States federal holiday.

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

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.H) 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 the following:
 - a. The names of business entities or persons having a direct ownership interest in the Project.
 - b. The names of the material vendors and business entities with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project.
 - c. The 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 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 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 a business entity.

3. Project Owner agrees to provide advance written notice to the MILDEP of Project Owner's use of any material vendor not previously screened pursuant to this section. The term "material" used in this subsection means "significant, influential, or relevant." Project Owner shall allow the MILDEP 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.

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

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

SECTION 7. EFFECTIVE DATE AND EXPIRATION.

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

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

1. Construction of the Project has not commenced within the time prescribed under 14 CFR sections 77.33 and 77.35.
2. The Project is decommissioned.
3. Ellsworth AFB ceases operations.
4. DoD ceases to use the FAA-approved Special Use Airspace currently managed by Ellsworth AFB and takes appropriate action accordingly.
5. 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. 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 for Installations, 1665 Air Force Pentagon, Room 4B94, Washington, DC 20330-1665, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil

3. Project Owner. General Counsel, Apex Clean Energy, LLC, 310 4th Street NE, Suite 300, Charlottesville, VA 22902 USA.

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 COMPENSATORY MITIGATION.

A. Dispute Resolution. If a party believes that another party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other parties and provide the breaching party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach. 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 Ellsworth AFB. 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 either at law or 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 lieu of actual damages, make a voluntary contribution under this agreement to DoD in the nature of liquidated damages of one hundred ninety-one thousand, five hundred, and sixteen dollars (\$191,516) for each time Project Owner fails to curtail wind turbine operations as required by this agreement. The Commander, 28th Bomb Wing, will determine whether non-curtailed wind turbine impacts to the LFE training operation can be mitigated without requiring payment of the voluntary contribution. The parties agree that the voluntary contribution amount provided for in this clause, which is based on the calculated total

flight training costs of a B-1B aircrew with a flight time of one hundred twenty (120) minutes, 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 shall 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 course of this agreement pursuant to this clause is one million, five hundred thousand dollars (\$1,500,000). 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 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. 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. Important things to remember when filling out the form:
 - a. Collection Number: The collection number for this transaction will be: 2020BowmanWindLLCBowman.
 - b. Description: \$191,516.
 - 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.nekkhalapudi.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

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 MILDEP's and Project Owner's designated Project officers if filed with FAA within 12 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 North Dakota, 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 U.S. 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 MILDEP to exempt from disclosure. The DoD parties will only disclose any such marked information in accordance with the provisions of 5 U.S.C. section 552 (the Freedom of Information Act).

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

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

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

N. 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.

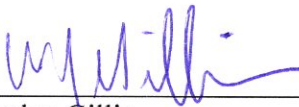
O. Grid Operator Protocols. Project Owner shall disclose this curtailment requirement to the grid operator and shall comply with the mitigation agreement's curtailment provisions, including requesting waivers from the grid operator if grid protocols would interfere with this mitigation agreement.

[Continued on following page]

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

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

FOR THE DEPARTMENT OF DEFENSE:



Jordan Gillis
Assistant Secretary of Defense
(Sustainment)

11/4/2020

Date

FOR THE DEPARTMENT OF THE AIR FORCE:

MORIARTY.ROBE Digitally signed by
MORIARTY.ROBERT.E.10132675
RT.E.1013267584
84
Date: 2020.09.24 09:35:10 -04'00'

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


Date

FOR BOWMAN WIND, LLC:

**BY: APEX CLEAN ENERGY FINANCE, LLC
ITS: SOLE MEMBER**

**BY: APEX GBR, LLC
ITS: SOLE MEMBER**

**BY: APEX CLEAN ENERGY HOLDINGS, LLC
ITS: MANAGER**



Ken Young
COO

09/14/2020

Date

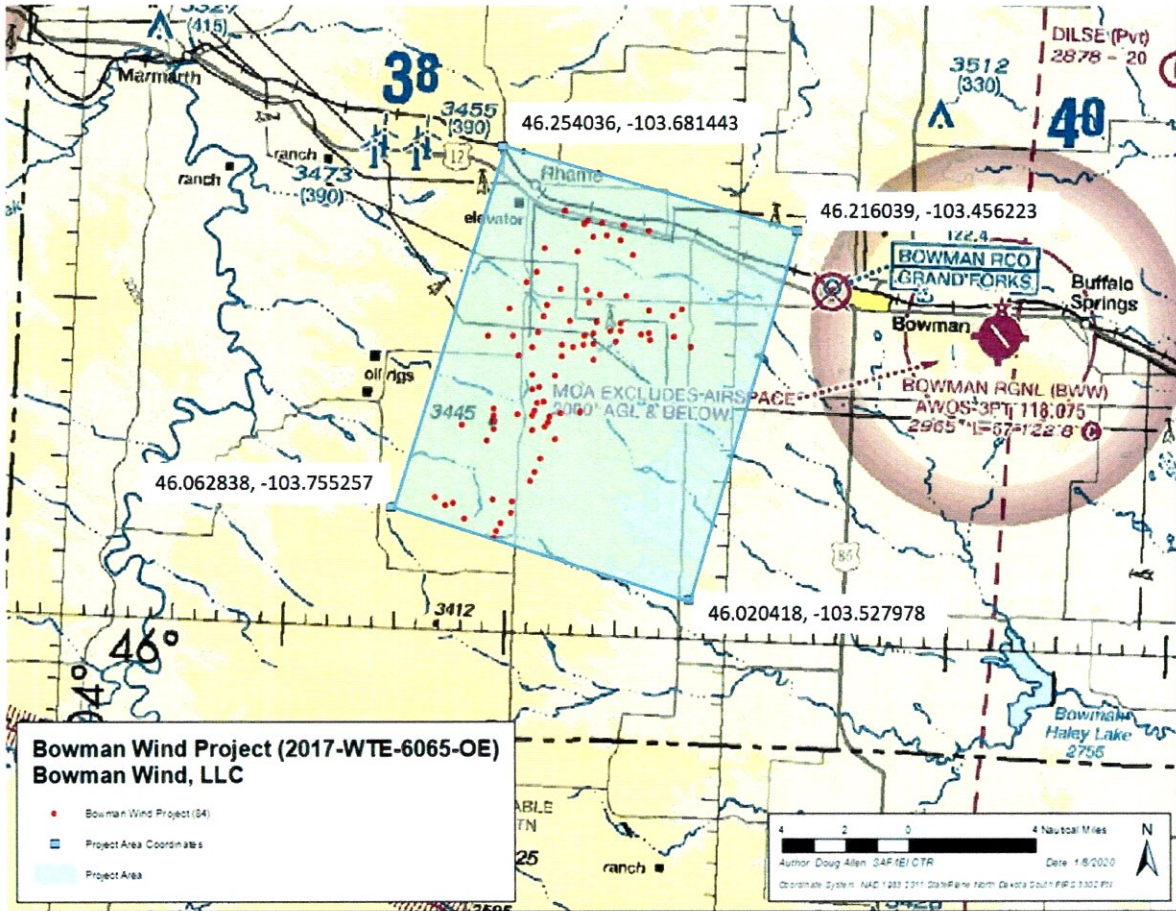
Attachment A
Federal Aviation Administration Filings for Bowman Wind Project

Case Number	City	State	Latitude (N)	Longitude (W)	Structure Height (Feet)
2020-WTE-416-OE	Bowman	ND	46-13-04.84	103-36-43.39	499
2020-WTE-417-OE	Bowman	ND	46-12-58.39	103-36-12.00	499
2020-WTE-418-OE	Bowman	ND	46-12-55.91	103-35-18.68	499
2020-WTE-419-OE	Bowman	ND	46-12-52.58	103-34-47.60	499
2020-WTE-420-OE	Bowman	ND	46-12-44.33	103-33-47.44	499
2020-WTE-421-OE	Bowman	ND	46-12-44.35	103-34-07.88	499
2020-WTE-422-OE	Bowman	ND	46-12-39.60	103-35-44.48	499
2020-WTE-423-OE	Bowman	ND	46-12-37.39	103-35-20.12	499
2020-WTE-424-OE	Bowman	ND	46-12-34.93	103-36-01.30	499
2020-WTE-425-OE	Bowman	ND	46-12-33.66	103-36-35.79	499
2020-WTE-426-OE	Bowman	ND	46-9-29.12	103-30-44.55	499
2020-WTE-427-OE	Bowman	ND	46-9-28.26	103-35-06.38	499
2020-WTE-428-OE	Bowman	ND	46-9-28.85	103-36-42.89	499
2020-WTE-429-OE	Bowman	ND	46-9-15.68	103-31-11.81	499
2020-WTE-430-OE	Bowman	ND	46-9-14.80	103-36-43.88	499
2020-WTE-431-OE	Bowman	ND	46-9-10.38	103-31-34.07	499
2020-WTE-432-OE	Bowman	ND	46-9-11.82	103-35-11.55	499
2020-WTE-433-OE	Bowman	ND	46-9-01.93	103-31-44.98	499
2020-WTE-434-OE	Bowman	ND	46-8-59.22	103-36-41.12	499
2020-WTE-435-OE	Bowman	ND	46-8-58.51	103-36-15.79	499
2020-WTE-436-OE	Bowman	ND	46-9-00.81	103-40-05.08	499
2020-WTE-437-OE	Bowman	ND	46-8-43.59	103-36-38.18	499
2020-WTE-438-OE	Bowman	ND	46-8-39.61	103-33-46.02	499
2020-WTE-439-OE	Bowman	ND	46-8-43.08	103-39-46.12	499
2020-WTE-440-OE	Bowman	ND	46-8-34.54	103-34-14.91	499
2020-WTE-441-OE	Bowman	ND	46-8-31.44	103-36-43.09	499
2020-WTE-442-OE	Bowman	ND	46-8-28.23	103-34-48.54	499
2020-WTE-443-OE	Bowman	ND	46-8-21.00	103-39-46.58	499
2020-WTE-444-OE	Bowman	ND	46-8-17.78	103-36-18.20	499
2020-WTE-445-OE	Bowman	ND	46-8-16.93	103-36-43.72	499
2020-WTE-446-OE	Bowman	ND	46-8-17.03	103-39-21.53	499
2020-WTE-447-OE	Bowman	ND	46-8-09.62	103-40-05.05	499
2020-WTE-448-OE	Bowman	ND	46-7-54.38	103-36-39.72	499
2020-WTE-449-OE	Bowman	ND	46-7-52.89	103-36-14.44	499
2020-WTE-450-OE	Bowman	ND	46-7-49.77	103-35-43.91	499
2020-WTE-451-OE	Bowman	ND	46-7-52.04	103-40-05.06	499
2020-WTE-452-OE	Bowman	ND	46-7-41.43	103-36-43.05	499
2020-WTE-453-OE	Bowman	ND	46-7-31.94	103-40-11.00	499
2020-WTE-454-OE	Bowman	ND	46-7-31.92	103-40-38.11	499
2020-WTE-455-OE	Bowman	ND	46-7-25.18	103-36-19.82	499

Case Number	City	State	Latitude (N)	Longitude (W)	Structure Height (Feet)
2020-WTE-456-OE	Bowman	ND	46-7-24.06	103-41-24.48	499
2020-WTE-457-OE	Bowman	ND	46-7-16.28	103-36-32.62	499
2020-WTE-458-OE	Bowman	ND	46-7-17.73	103-43-12.77	499
2020-WTE-459-OE	Bowman	ND	46-7-13.97	103-40-43.28	499
2020-WTE-460-OE	Bowman	ND	46-7-01.67	103-42-14.74	499
2020-WTE-461-OE	Bowman	ND	46-7-01.84	103-43-09.84	499
2020-WTE-462-OE	Bowman	ND	46-6-54.74	103-36-54.48	499
2020-WTE-463-OE	Bowman	ND	46-6-54.17	103-36-32.97	499
2020-WTE-464-OE	Bowman	ND	46-6-50.78	103-37-20.05	499
2020-WTE-465-OE	Bowman	ND	46-6-46.25	103-37-36.86	499
2020-WTE-466-OE	Bowman	ND	46-6-46.67	103-43-08.12	499
2020-WTE-467-OE	Bowman	ND	46-6-38.30	103-36-31.88	499
2020-WTE-468-OE	Bowman	ND	46-6-36.65	103-37-47.58	499
2020-WTE-469-OE	Bowman	ND	46-6-31.87	103-42-16.15	499
2020-WTE-470-OE	Bowman	ND	46-6-28.44	103-37-58.80	499
2020-WTE-471-OE	Bowman	ND	46-6-25.91	103-40-43.21	499
2020-WTE-472-OE	Bowman	ND	46-6-21.75	103-36-32.46	499
2020-WTE-473-OE	Bowman	ND	46-6-22.32	103-41-00.20	499
2020-WTE-474-OE	Bowman	ND	46-6-08.47	103-37-22.46	499
2020-WTE-475-OE	Bowman	ND	46-6-06.04	103-36-32.77	499
2020-WTE-476-OE	Bowman	ND	46-6-05.38	103-37-40.34	499
2020-WTE-477-OE	Bowman	ND	46-6-01.92	103-41-01.24	499
2020-WTE-478-OE	Bowman	ND	46-5-56.27	103-36-43.63	499
2020-WTE-479-OE	Bowman	ND	46-5-47.75	103-37-39.04	499
2020-WTE-480-OE	Bowman	ND	46-5-32.61	103-36-39.77	499
2020-WTE-481-OE	Bowman	ND	46-5-33.08	103-37-38.55	499
2020-WTE-482-OE	Bowman	ND	46-5-15.49	103-37-36.66	499
2020-WTE-483-OE	Bowman	ND	46-5-01.00	103-37-40.25	499
2020-WTE-484-OE	Bowman	ND	46-4-00.46	103-42-29.59	499
2020-WTE-485-OE	Bowman	ND	46-3-55.56	103-42-49.05	499
2020-WTE-486-OE	Bowman	ND	46-4-00.40	103-36-48.54	499
2020-WTE-487-OE	Bowman	ND	46-5-56.45	103-32-12.41	499
2020-WTE-488-OE	Bowman	ND	46-5-19.49	103-35-05.01	499
2020-WTE-489-OE	Bowman	ND	46-6-48.90	103-34-07.65	499
2020-WTE-490-OE	Bowman	ND	46-10-56.14	103-28-54.48	499
2020-WTE-491-OE	Bowman	ND	46-10-53.83	103-31-13.67	499
2020-WTE-492-OE	Bowman	ND	46-10-16.39	103-35-48.06	499
2020-WTE-493-OE	Bowman	ND	46-11-35.22	103-34-24.19	499
2020-WTE-494-OE	Bowman	ND	46-12-35.46	103-30-25.82	499
2020-WTE-495-OE	Bowman	ND	46-12-25.85	103-32-44.90	499
2020-WTE-496-OE	Bowman	ND	46-11-53.48	103-38-13.99	499
2020-WTE-497-OE	Bowman	ND	46-9-30.83	103-38-22.83	499
2020-WTE-498-OE	Bowman	ND	46-9-13.49	103-42-00.03	499

Case Number	City	State	Latitude (N)	Longitude (W)	Structure Height (Feet)
2020-WTE-499-OE	Bowman	ND	46-3-51.51	103-39-54.27	499
2020-WTE-500-OE	Bowman	ND	46-5-36.65	103-43-29.65	499
2020-WTE-501-OE	Bowman	ND	46-6-53.81	103-30-14.60	499
2020-WTE-502-OE	Bowman	ND	46-7-31.40	103-30-34.31	499

Attachment B
Bowman Wind Project Map and Project Area



Attachment C
Curtailed Communications Protocol

1. **Purpose and Scope.** This attachment establishes the protocol for communication between Project Owner and Ellsworth AFB, 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. **Ellsworth AFB.** The 28th Bomb Wing Airspace Manager and Wing Scheduling will be the primary MILDEP points of contact. These are the only persons authorized to request curtailment for Ellsworth AFB.

B. **Project Owner.** The Project Owner Remote Operations Center is the only Party authorized to receive a request by Ellsworth AFB for curtailment.

3. **Curtailment Procedures.**

A. **30 Day Schedule.** No later than thirty (30) days in advance of a scheduled LFE, Ellsworth AFB will notify the Project Owner Remote Operations Center of the planned LFE days and times for which curtailment will be required.

B. **Weekly Schedule.** No later than seven (7) days prior to the LFE, Ellsworth AFB will notify the Project Owner Remote Operations Center via email of the planned start time and end time of the curtailment periods that would be required to avoid any adverse impact by the spinning of wind turbine blades. The block of time corresponding to start time and end time shall be referred to herein as the "requested period." The weekly schedule shall set forth separate requested periods for each LFE block that will require curtailment. The Project Owner Remote Operations Center will confirm receipt of the email. If confirmation is not received within 24 hours, the requesting official will contact the Project Owner Remote Operations Center by phone to request email confirmation of the weekly schedule.

C. **Day of Curtailment Procedures.** On the day scheduled for curtailment, Ellsworth AFB will notify the Project Owner Remote Operations Center to begin curtailment procedures, confirming there has been no change from the weekly schedule for that day. The Remote Operations Center will curtail wind turbine operations within 5 minutes. The Project Owner Remote Operations Center will remove curtailment restrictions from the turbines 180 minutes later. Upon receipt of the notice, the Project Owner Remote Operations Center shall promptly send an email to Ellsworth AFB confirming receipt of the notice and memorializing the curtailment in writing.

D. **Procedures if Additional Training Time is Required.** If additional training time is required after curtailment has been initiated, Ellsworth AFB will call the Project Owner Remote Operations Center to continue curtailment procedures beyond the

normal 180 minutes. The Remote Operations Center will continue to curtail turbines for the requested period. Upon receipt of such notice, the Project Owner Remote Operations Center shall promptly send an email to Ellsworth AFB confirming receipt of such notice and memorializing the curtailment in writing.

E. Procedures if the Training Schedule Is Changed. If the MILDEP changes the schedule for a LFE such that the MILDEP would require curtailment outside of the applicable requested period, Ellsworth AFB will promptly notify the Project Owner Remote Operations Center either via phone or via email of such change and will indicate the revised start time (hereinafter “revised start time”) of the updated curtailment request. Upon receipt of such notice, the Project Owner Remote Operations Center shall promptly send an email to Ellsworth AFB confirming receipt of such notice and memorializing the curtailment in writing. In such instance, Project Owner is authorized to continue operating the Project without interruption until Ellsworth AFB calls to begin the revised LFE. If, prior to the revised start time, the MILDEP again changes the schedule for the LFE such that the revised start time must be further revised, then Ellsworth AFB will again notify the Project Owner Remote Operations Center according to the procedures outlined in this section. Project Owner will not shut down the turbines until Ellsworth AFB calls per the normal curtailment procedures outlined in section 3 of this attachment (above).

F. Procedures if Training Is Completed Early. If a LFE is completed before the end of the requested period then the MILDEP will make every effort to notify the Project Owner Remote Operations Center promptly via phone. In such instance, curtailment will end 20 minutes after such notice is received by the Project Owner Remote Operations Center. If the MILDEP successfully contacts the Project Owner Remote Operations Center via phone call, then the aforementioned 20 minute time period shall begin upon the completion of such phone call, and the Project Owner Remote Operations Center shall promptly send an email to Ellsworth AFB to confirm receipt of such telephonic notice and to memorialize in writing the exact time of the completion of such phone call. If the MILDEP cannot reach the Project Owner Remote Operations Center via phone, then the MILDEP shall promptly send such notification via email, and the aforementioned 20-minute time period shall begin running upon the timestamp of such email.

4. **Verification of Curtailment.** The Project Owner Remote Operations Center shall notify Ellsworth AFB 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 Remote Operations Center shall promptly thereafter send an email to Ellsworth AFB to memorialize the notice in writing. Before any wind turbine operations begin, Project Owner agrees to provide a web-based portal for the relevant scheduling offices to confirm that all Project turbines are curtailed.

5. **Remote Curtailment Scheduling.** Project Owner may, with agreement of the 28th Bomb Wing, Ellsworth AFB, create a secure remote interface to be used by Ellsworth AFB to provide all or some of the information described in sections 3 and 4 of this attachment (Remote Scheduling). If Project Owner fully or partially implements Remote Scheduling, the Parties will not be required to follow the processes described above during the periods for which the Remote Scheduling is

accessible to Ellsworth AFB. Project Owner may discontinue Remote Scheduling at any time and return to the processes described herein.

6. Contact Listing.

A. Air Force.

1. Mr. George Stone, Airspace Manager, (605) 385-1230
2. 28th OSS Wing Scheduling, (605) 385-4110
3. PINE TREE, (605) 385-1570

B. Project Owner.

1. Manager, Remote Operations Control Center (Primary), (434) 328-2305
2. Senior Vice President of Technology and Energy Assessment (Secondary), (434) 220-3790

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”). The Project Owner Curtailment Contact shall deliver each quarterly report to Ellsworth AFB within 7 days after the end of each quarter. Project Owner and Ellsworth AFB may discuss such quarterly reports during periodic review sessions, or at any such time as Project Owner and Ellsworth AFB mutually agree. Project Owner may, with agreement of the 28th Bomb Wing, Ellsworth AFB, establish a secure remote interface to be used by Ellsworth AFB to access the information contained in the quarterly report (Remote Report Access). If Project Owner establishes the Remote Report Access then it shall not be required to create the quarterly report during the periods for which the Remote Report Access is accessible to Ellsworth AFB. Project Owner may discontinue the Remote Report Access at any time and return to the process for providing monthly reports described herein.

B. Annual Report. At the end of each fiscal 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 fiscal year, as recorded by Project Owner, and a historical schedule showing Actual Curtailment Hours for all preceding years of the Project’s operation. Project Owner shall deliver the annual report to Ellsworth AFB within 15 days after the end of each year. Within 7 days after receiving the annual report, Ellsworth AFB shall provide to Project Owner written notice via email that the 28th OSS Scheduling Office either accepts the annual report as accurate or disagrees with the annual report. In the event of disagreement, Ellsworth AFB and Project Owner shall enter dispute resolution as described in section 9 of the main agreement. The outcome of such dispute resolution shall be a revised annual report

agreed upon by Ellsworth AFB and Project Owner and memorialized in writing. The number of hours of curtailment for a given year as agreed upon by Ellsworth AFB and Project Owner and memorialized in writing in accordance with this subsection shall be the Actual Curtailment Hours.

8. Process Reviews. Ellsworth AFB and Project Owner shall conduct a semi-annual review to ensure that proper procedures were followed and to identify any lessons learned. Project Owner and Ellsworth AFB may conduct more frequent process reviews as required.

9. Process Testing. Ellsworth AFB and Project Owner shall conduct at least two tests of these procedures prior to the Project beginning commercial operations. 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 include a technical discussion of the process and how the curtailment will be implemented. The second test shall occur during the Wind Project's final commissioning and testing and shall represent a simulation of the process described herein. Upon completion of each test, Ellsworth AFB and Project Owner shall review the test results to identify any potential improvements to the process.

10. Communications Protocol for a National Security or Defense Purpose. Under circumstances described in section 4.C of the main agreement, either DoD party will call the Project Remote Operations Center to request immediate curtailment. Advance notification is unlikely due to the unpredictable and dynamic nature of national security or defense events. The applicable DoD party will call the Project Remote Operations Center as soon as possible after the national security or defense event is terminated and curtailment is no longer required.