AGREEMENT AMONG THE DEPARTMENT OF DEFENSE, THE DEPARTMENT OF THE AIR FORCE, AND

CEDAR CREEK II, LLC, ADDRESSING THE CEDAR CREEK II REPOWER WIND PROJECT NEAR NEW RAYMER, COLORADO

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 Deputy Assistant Secretary of the Air Force for Installations (collectively the, "DoD parties"), and Cedar Creek II, LLC (Project Owner). Together, these three entities are referred to as "parties" and individually as a "party." Any reference to "DoD parties" means both and does not indicate that one party acts for or on behalf of the other. In this agreement, DoD does not include the United States Army Corps of Engineers when engaged in its civil works program, including any permitting actions.

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

Attachments A, Federal Aviation Administration Filings and Action, and B, Cedar Creek II Repower Wind Project Area Map and Project Area Coordinates are attached to this agreement and made a part hereof.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. PURPOSE.

- **A. Objective.** The objective of this agreement is to mitigate any potential adverse impact and to minimize risks to national security while allowing the Cedar Creek II Repower Wind Project (Project) to proceed with development.
- **B. De-confliction.** As the Project was originally filed, it would conflict with the DAF's operation of the 90th Missile Wing's launch facilities and missile alert facilities located in Colorado, Nebraska, and Wyoming that are operated and maintained from Francis E. Warren Air Force Base (hereafter referred to as F.E. Warren AFB). The parties have focused on deconflicting 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. [RESERVED]
 - **H. DAF.** Department of the Air Force, a military department of the United States.
 - **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. [RESERVED]
 - M. Hour. [RESERVED]
 - N. National Security or Defense Purpose. [RESERVED]
- **O. Project.** The Cedar Creek II Repower Wind Project, upon completion, will consist of no more than 122 wind turbines (seven [7] new construction and 115 repower) and no more than five (5) permanent meteorological evaluation towers (METs) identified on Attachment A by ASN or by substitute ASNs submitted in accordance with Section 10.A of this agreement.
 - **P. Project Owner.** Cedar Creek II, LLC, and its successors and assigns.
 - Q. Radar Adverse-impact Management (RAM). [RESERVED]
- **R.** Siting Clearinghouse. The Military Aviation and Installation Assurance Siting Clearinghouse established pursuant to 10 U.S.C. section 183a.
 - S. U.S.C. United States Code.

T. Francis E. Warren Air Force Base. An Air Force Base of the DAF located in Cheyenne, Wyoming, including all launch facilities and missile alert facilities in Colorado, Nebraska, and Wyoming that are maintained and operated by Francis E. Warren Air Force Base.

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 restrict the construction and repower of the Project wind turbines to the specific geographic coordinates and heights listed in Attachment A and depicted in Attachment B. Subject to Section 7.B, Project Owner agrees to limit the total number of Project wind turbines to 122 (seven (7) new construction and 115 repower) with a maximum height of 500 feet above ground level (AGL). Project Owner agrees to limit the number of METs to five (5) with a maximum height of 262 feet AGL, which are already constructed. Project Owner agrees to install continual, overt, Night Vision Goggle-compatible lighting, compliant with *FAA Advisory Circular 150/5345-43J*, Specification for Obstruction Lighting Equipment, on all 122 Project wind turbines.

Project Owner agrees to decommission the following seven (7) wind turbines: 2021-WTW-1611-OE; 2021-WTW-1612-OE; 2021-WTW-1613-OE; 2021-WTW-1614-OE; 2021-WTW-1615-OE; 2021-WTW-1673-OE; and 2021-WTW-1674-OE, as listed in Attachment A and depicted in Attachment B, within four (4) months of the commercial operation date of the last new wind turbine. The pad mounted transformer at each decommissioned wind turbine may remain in place after the decommissioning or may be replaced by a field junction box, whichever is required for operations.

- B. Impact Analysis during Test Energy Phase. [RESERVED]
- C. Voluntary Contribution. [RESERVED]
- **D.** Amendment of Applications. [RESERVED]
- E. Withdrawal of Objections.
- 1. The five (5) METs have already received determination from the FAA and are constructed. 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. All parties agree that, if Project Owner requests to extend the effective period of FAA's Determination of No Hazard to Air Navigation in accordance with 14 CFR section 77.35, then the DoD parties agree to deliver to the FAA "No Objections with Provisions" to such an extension as requested, provided that the following conditions are met: (a) the affected ASNs are listed on Attachment A (as amended, if applicable, in accordance with

Section 10.A), do not exceed the maximum heights specified in Section 3.A, and are located within the siting parameters of the Project area specified in Attachment B of this agreement; (b) for wind turbines within 2 NM of the missile facilities, no change in location coordinates, or any amendments to this agreement; (c) that the total number of structures for the Project still does not exceed 122 wind turbines and five (5) METs; and (d) a statement is incorporated into FAA's OE/AAA system referencing this agreement, referring to it by its title, the date executed and its signatories.

- 3. 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 F.E. Warren AFB beyond the Project.

SECTION 4. CURTAILMENT.

[RESERVED]

SECTION 5. REVIEW OF BUSINESS ENTITIES.

A. Protection of Defense Capabilities. It is a priority for the DAF to protect national defense capabilities and military operations, including military installations, research, development, 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:
 - a. The names of entities and persons having a direct ownership interest in the Project.
- b. The names of the material vendors, entities, and persons with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project upon commencement of construction of the Project.

- c. The names of any foreign entities and persons being allowed to access the wind turbine structures and associated data systems.
- 2. For those entities and persons identified under paragraph 5.B.1.a and 5.B.1.b, the DAF agrees to identify to Project Owner, no later than 30 days after the receipt of the names of entities and persons, any entity and person posing a security concern. For those entities and 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 and person being allowed to access the wind turbines and associated data systems, any entity and 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.
- **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.
- **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. F.E. Warren AFB and the missile field in the vicinity of the project area ceases all operations. This agreement will remain in effect in the event the missile launch and alert facilities are replaced with new missile facilities as long as the new facilities are in the same or similar vicinity of existing missile facilities.
 - 4. Termination of the agreement by written mutual agreement of the parties.
- C. Actions Prior to Expiration. Any activities engaged in by the parties that occurred prior to expiration of this agreement shall remain valid and continue in effect, notwithstanding the expiration of the agreement.

SECTION 8. POINTS OF CONTACT AND NOTIFICATION.

- **A. Points of Contact (POCs).** The following persons shall be the primary POCs for the parties for purposes of this agreement. Any notice, request, or other communication to be provided pursuant to this agreement shall be delivered to the POCs. Any party may change its POC by providing written notification of the change to the other parties at least 30 days in advance of the change taking effect.
 - 1. DoD. Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400, osd.dod-siting-clearinghouse@mail.mil
 - 2. DAF. Director, Air Force Mission Sustainment, 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
 - a. Project Officer. Deputy Director for Operations, HQ Air Force Global Strike Command, 245 Davis Ave. East, Barksdale AFB, LA 71110, 318-456-6759

- 3. Project Owner. Cedar Creek II, LLC, 201 Helios Way, Houston, TX 77079, Attention: Katherine Garland, katherine.garland@bp.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 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 DAF at F.E. Warren AFB. 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 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. [RESERVED]

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 (1) substitute ASNs within the Project boundary with no change to height or total numbers of Project wind turbines; (2) no change in location coordinates for wind turbines within 2 NM of missile facilities; and (3) METs as set forth in Section 3.A of this agreement, 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 Colorado, as may be applicable.
- **D.** Interpretation. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this agreement. Any reference to any Federal, state, interstate, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, as they may have been amended from time to time, unless the context requires otherwise.
- **E.** Headings and Titles. The headings or section titles contained in this agreement are inserted solely for convenience and do not constitute a part of this agreement between the parties, nor should they be used to aid in any manner in the construction of this agreement.
- **F. Severability.** If any term, provision, or condition of this agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this agreement and all remaining terms, provisions, and conditions of this agreement shall continue in full force and effect. The parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the parties to the greatest extent permitted by law.
- **G. Waivers; Remedies Cumulative.** There is no implied waiver of rights under this agreement. No failure or delay on the part of a party in exercising any of its rights under this agreement or in insisting upon strict performance of provisions of this agreement, no partial exercise by either party of any of its rights under this agreement, and no course of dealing between the parties shall constitute a waiver of the rights of any party under this agreement, other than the requirement to raise a matter of breach within 30 days of discovery. Any waiver shall be effective only by a written instrument signed by the party granting such waiver, and such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply with this agreement. The remedies provided in this agreement are cumulative and not exclusive of any remedies provided by law.
- **H. CFIUS.** Nothing in this agreement shall relieve Project Owner or its successors or assigns from complying with 31 CFR part 800 (Mergers, Acquisitions, and Takeovers by Foreign Persons) nor prevent or limit the parties from communicating in any form with CFIUS.
- **I. Anti-Deficiency.** For the DoD parties, this agreement is subject to the availability of appropriated funds and sufficient resources. No provision in this agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 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 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

Paul D. Cramer	Date
Performing the Duties of the Assistant Secretary	
of Defense for Energy, Installations, and Environment	
FOR THE DEPARTMENT OF THE AIR FORCE	
MORIARTY.RO Digitally signed by MORIARTY.ROBERT.E.10 1326 13267584 Date: 2022.11.06 16:07:32 -05'00'	11/06/2022
ROBERT E. MORIARTY, P.E., SES	Date
Deputy Assistant Secretary of the Air Force	
(Installations)	

FOR CEDAR CREEK II, LLC

Christopher Pilarczyk/ Vice President, Cedar Creek II Holdings, LLC, a Delaware Limited Liability Company, sole member of Cedar Creek II, LLC

Date

11/2/2022

<u>ATTACHMENT A</u> Federal Aviation Administration Filings and Action

ASN	Str. Type	City	State	Height (AGL)	Lat	Long	Action
		New					
2010-WTW-5961-OE	MET	Raymer	CO	262'	40.9711	-103.7405	Constructed
2010-WTW-5964-OE	MET	New Raymer	СО	262'	40.9463	-103.8154	Constructed
2010-WTW-5965-OE	MET	New Raymer	СО	262'	40.9756	-103.7025	Constructed
2010-WTW-5966-OE	MET	New Raymer	СО	262'	40.8899	-103.8588	Constructed
2010-WTW-5969-OE	MET	New Raymer	СО	262'	40.9213	-103.8653	Constructed
2010-W1W-3909-OE	Wind	New	CO	202	40.9213	-103.8033	Constructed
2021-WTW-1582-OE	Turbine	Raymer	CO	472'	40.8728	-103.8647	Repower
2021-WTW-1583-OE	Wind Turbine	New Raymer	СО	472'	40.8718	-103.8593	Repower
2021-WTW-1584-OE	Wind Turbine	New Raymer	СО	472'	40.8702	-103.8533	Repower
2021-WTW-1585-OE	Wind Turbine	New Raymer	СО	472'	40.8729	-103.8513	Repower
2021 WTW 1303 OE	Wind	New		7/2	40.0727	103.0313	Repower
2021-WTW-1586-OE	Turbine	Raymer	CO	472'	40.8736	-103.8475	Repower
2021-WTW-1587-OE	Wind Turbine	New Raymer	СО	472'	40.8740	-103.8437	Repower
2021-WTW-1588-OE	Wind Turbine	New Raymer	СО	472'	40.8715	-103.8348	Repower
2021-WTW-1589-OE	Wind Turbine	New Raymer	СО	472'	40.8726	-103.8312	Repower
2021-WTW-1590-OE	Wind Turbine	New Raymer	СО	472'	40.8819	-103.8455	Repower
2021-WTW-1591-OE	Wind Turbine	New Raymer	СО	472'	40.8877	-103.8583	Repower
2021-WTW-1592-OE	Wind	New	СО	472'	40.8874	-103.8539	Repower
	Turbine Wind	Raymer New					1
2021-WTW-1593-OE	Turbine Wind	Raymer New	СО	472'	40.8883	-103.8503	Repower
2021-WTW-1594-OE	Turbine	Raymer	СО	472'	40.8907	-103.8482	Repower
2021-WTW-1595-OE	Wind Turbine	New Raymer	СО	472'	40.8956	-103.8499	Repower
2021-WTW-1596-OE	Wind Turbine	New Raymer	СО	472'	40.9016	-103.8492	Repower

ASN	Str. Type	City	State	Height (AGL)	Lat	Long	Action
11011	Wind	New	State	(HGL)	Zut	Long	11000
2021-WTW-1597-OE	Turbine	Raymer	CO	472'	40.8763	-103.8148	Repower
2021 1111 1097 012	Wind	New		.,_	1010,00	10010110	Ttops wer
2021-WTW-1598-OE	Turbine	Raymer	CO	472'	40.8767	-103.8109	Repower
	Wind	New					1
2021-WTW-1599-OE	Turbine	Raymer	CO	472'	40.8813	-103.8200	Repower
	Wind	New					1
2021-WTW-1600-OE	Turbine	Raymer	CO	472'	40.8858	-103.8209	Repower
	Wind	New					
2021-WTW-1601-OE	Turbine	Raymer	CO	472'	40.8915	-103.8186	Repower
	Wind	New					
2021-WTW-1602-OE	Turbine	Raymer	CO	472'	40.8903	-103.8120	Repower
	Wind	New					_
2021-WTW-1603-OE	Turbine	Raymer	CO	472'	40.8969	-103.8118	Repower
2024 ******** 4 604 07	Wind	New	~~	4=0.	40.0000	40000	_
2021-WTW-1604-OE	Turbine	Raymer	CO	472'	40.9029	-103.8054	Repower
2021 WEW 1607 OF	Wind	New	CO	4701	40.0040	102 0016	D
2021-WTW-1605-OE	Turbine	Raymer	СО	472'	40.9048	-103.8016	Repower
2021 WTW 1606 OF	Wind	New	СО	4721	40.0060	102 7070	D
2021-WTW-1606-OE	Turbine	Raymer	CO	472'	40.9060	-103.7979	Repower
2021-WTW-1607-OE	Wind	New	СО	472'	40.9060	-103.8169	Repower
2021-W T W-1007-OE	Turbine Wind	Raymer	CO	4/2	40.9000	-103.8109	Repower
2021-WTW-1608-OE	Turbine	New Raymer	СО	472'	40.9128	-103.8194	Repower
2021-W1W-1000-OL	Wind	New	CO	7/2	40.7120	-103.0174	Repower
2021-WTW-1609-OE	Turbine	Raymer	СО	472'	40.9136	-103.8144	Repower
2021 ((1)(1)(1)(0) ()	Wind	New		172	10.7150	103.0111	repower
2021-WTW-1610-OE	Turbine	Raymer	CO	472'	40.9144	-103.8094	Repower
	Wind	New		-			1
2021-WTW-1611-OE	Turbine	Raymer	CO	472'	40.9122	-103.7884	Decommission
	Wind	New					
2021-WTW-1612-OE	Turbine	Raymer	CO	472'	40.9090	-103.7793	Decommission
	Wind	New					
2021-WTW-1613-OE	Turbine	Raymer	CO	472'	40.9109	-103.7770	Decommission
	Wind	New					
2021-WTW-1614-OE	Turbine	Raymer	CO	472'	40.9203	-103.7771	Decommission
	Wind	New					
2021-WTW-1615-OE	Turbine	Raymer	CO	472'	40.9215	-103.7735	Decommission
2024 **********	Wind	New	~ -	4===-	40.05=1	100 - 50:	
2021-WTW-1616-OE	Turbine	Raymer	CO	472'	40.9271	-103.7691	Repower
2021 WEW 1617 OF	Wind	New		4701	40.0202	102 5652	
2021-WTW-1617-OE	Turbine	Raymer	CO	472'	40.9293	-103.7672	Repower

ASN	Str. Type	City	State	Height (AGL)	Lat	Long	Action
12011	Wind	New	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	(1102)	200	20119	12001011
2021-WTW-1618-OE	Turbine	Raymer	CO	472'	40.9331	-103.7232	Repower
	Wind	New					I
2021-WTW-1619-OE	Turbine	Raymer	CO	472'	40.9353	-103.7207	Repower
	Wind	New					1
2021-WTW-1620-OE	Turbine	Raymer	CO	472'	40.9354	-103.7160	Repower
	Wind	New					
2021-WTW-1621-OE	Turbine	Raymer	CO	472'	40.9388	-103.7136	Repower
	Wind	New					
2021-WTW-1622-OE	Turbine	Raymer	CO	472'	40.9410	-103.7119	Repower
	Wind	New					
2021-WTW-1623-OE	Turbine	Raymer	CO	472'	40.9434	-103.7085	Repower
2024 ******** 4 62 4 0 7	Wind	New		4=0.	40.040=	400 -04-	_
2021-WTW-1624-OE	Turbine	Raymer	CO	472'	40.9497	-103.7015	Repower
2021 11/711/1 1 (27 0)	Wind	New	60	4501	40.0400	102 6076	.
2021-WTW-1625-OE	Turbine	Raymer	CO	472'	40.9498	-103.6956	Repower
2021 WTW 1626 OF	Wind	New	CO	4701	40.0501	102 (012	D
2021-WTW-1626-OE	Turbine	Raymer	СО	472'	40.9501	-103.6913	Repower
2021-WTW-1627-OE	Wind	New	СО	472'	40.9651	-103.7046	D om ovvom
2021-W T W-1027-OE	Turbine	Raymer	CO	4/2	40.9031	-103.7040	Repower
2021-WTW-1628-OE	Wind	New	СО	472'	40.9699	-103.7047	Repower
2021-W T W-1026-OE	Turbine Wind	Raymer New	CO	4/2	40.3033	-103.7047	Kepowei
2021-WTW-1629-OE	Turbine	Raymer	CO	472'	40.9735	-103.6991	Repower
2021 WTW 1027 OE	Wind	New		7/2	40.7733	103.0771	repower
2021-WTW-1630-OE	Turbine	Raymer	CO	472'	40.9740	-103.6953	Repower
2021 1111 1000 02	Wind	New		.,_	1015 / 10	10010300	110 0 0 0
2021-WTW-1631-OE	Turbine	Raymer	CO	472'	40.9640	-103.6971	Repower
	Wind	New					1
2021-WTW-1632-OE	Turbine	Raymer	CO	472'	40.9665	-103.6928	Repower
	Wind	New					
2021-WTW-1633-OE	Turbine	Raymer	CO	472'	40.9690	-103.6891	Repower
	Wind	New					
2021-WTW-1634-OE	Turbine	Raymer	CO	472'	40.9068	-103.7535	Repower
	Wind	New					
2021-WTW-1635-OE	Turbine	Raymer	CO	472'	40.9081	-103.7505	Repower
2024 ************	Wind	New	~ -	45	40.0115	400 - : - :	_
2021-WTW-1636-OE	Turbine	Raymer	CO	472'	40.9110	-103.7450	Repower
2021 WEW 1627 OF	Wind	New		4701	40.0072	102 7422	D
2021-WTW-1637-OE	Turbine	Raymer	СО	472'	40.8973	-103.7432	Repower
2021 WTW 1620 OF	Wind	New	CO	4721	40.0002	102 7421	Domesses
2021-WTW-1638-OE	Turbine	Raymer	CO	472'	40.9002	-103.7421	Repower

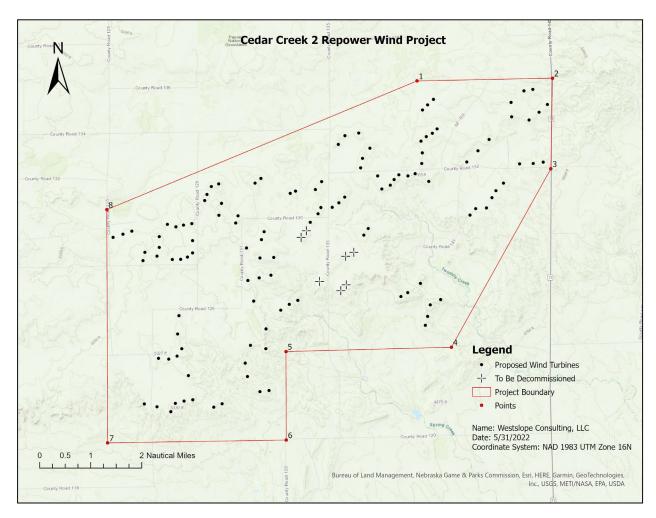
ASN	Str. Type	City	State	Height (AGL)	Lat	Long	Action
12011	Wind	New	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	(1102)		20119	11001011
2021-WTW-1639-OE	Turbine	Raymer	CO	472'	40.9040	-103.7409	Repower
	Wind	New		.,			<u>F</u>
2021-WTW-1640-OE	Turbine	Raymer	CO	472'	40.9057	-103.7363	Repower
	Wind	New					1
2021-WTW-1641-OE	Turbine	Raymer	CO	421'	40.9197	-103.8645	Repower
	Wind	New					
2021-WTW-1642-OE	Turbine	Raymer	CO	421'	40.9225	-103.8635	Repower
	Wind	New					
2021-WTW-1643-OE	Turbine	Raymer	CO	421'	40.9212	-103.8583	Repower
	Wind	New					
2021-WTW-1644-OE	Turbine	Raymer	CO	421'	40.9240	-103.8573	Repower
2024 ********* 4 6 4 7 0 7	Wind	New	~~	4044	40.00==	40000	_
2021-WTW-1645-OE	Turbine	Raymer	CO	421'	40.9275	-103.8573	Repower
2021 11/711/1 1646 05	Wind	New	G 0	40.11	40.0200	102 0510	.
2021-WTW-1646-OE	Turbine	Raymer	CO	421'	40.9200	-103.8518	Repower
2021 WEW 1647 OF	Wind	New	CO	4011	40.0200	102 0402	D
2021-WTW-1647-OE	Turbine	Raymer	СО	421'	40.9200	-103.8482	Repower
2021-WTW-1648-OE	Wind	New	СО	421'	40.9207	-103.8453	D om ovvom
2021-W1W-1048-OE	Turbine	Raymer	CO	421	40.9207	-103.8433	Repower
2021-WTW-1649-OE	Wind	New	СО	421'	40.9221	-103.8430	Repower
2021-W 1 W-1049-OE	Turbine Wind	Raymer New	CO	421	40.9221	-103.8430	Repower
2021-WTW-1650-OE	Turbine	Raymer	CO	421'	40.9261	-103.8430	Repower
2021 WTW 1030 OE	Wind	New		721	40.7201	103.0430	repower
2021-WTW-1651-OE	Turbine	Raymer	CO	421'	40.9307	-103.8500	Repower
2021 *** 1001 02	Wind	New			1015207	1001000	110 0 0 0
2021-WTW-1652-OE	Turbine	Raymer	CO	421'	40.9312	-103.8468	Repower
	Wind	New					1
2021-WTW-1653-OE	Turbine	Raymer	CO	421'	40.9317	-103.8432	Repower
	Wind	New					-
2021-WTW-1654-OE	Turbine	Raymer	CO	421'	40.9391	-103.8375	Repower
	Wind	New					
2021-WTW-1655-OE	Turbine	Raymer	CO	421'	40.9411	-103.8365	Repower
	Wind	New					
2021-WTW-1656-OE	Turbine	Raymer	CO	421'	40.9437	-103.8345	Repower
	Wind	New					_
2021-WTW-1657-OE	Turbine	Raymer	CO	421'	40.9445	-103.8314	Repower
2021 WEW 1650 CE	Wind	New	G 0	4011	40.02.42	102 0215	D
2021-WTW-1658-OE	Turbine	Raymer	CO	421'	40.9342	-103.8315	Repower
2021 WTW 1650 OF	Wind	New		4011	40.0201	102 0202	D
2021-WTW-1659-OE	Turbine	Raymer	CO	421'	40.9381	-103.8302	Repower

ASN	Str. Type	City	State	Height (AGL)	Lat	Long	Action
2-2-2-1	Wind	New	10 0000	()		s	
2021-WTW-1660-OE	Turbine	Raymer	CO	421'	40.9317	-103.8242	Repower
	Wind	New		1			
2021-WTW-1661-OE	Turbine	Raymer	CO	421'	40.9340	-103.8232	Repower
	Wind	New					1
2021-WTW-1662-OE	Turbine	Raymer	CO	421'	40.9234	-103.8197	Repower
	Wind	New					_
2021-WTW-1663-OE	Turbine	Raymer	CO	421'	40.9261	-103.8132	Repower
	Wind	New					
2021-WTW-1664-OE	Turbine	Raymer	CO	421'	40.9287	-103.8120	Repower
	Wind	New					
2021-WTW-1665-OE	Turbine	Raymer	CO	421'	40.9201	-103.8140	Repower
2024 ******** 4.666.07	Wind	New		4044	40.0000	400004	_
2021-WTW-1666-OE	Turbine	Raymer	CO	421'	40.9202	-103.8081	Repower
2021 11/711 1667 05	Wind	New	G 0	40.11	40.0446	102 0155	70
2021-WTW-1667-OE	Turbine	Raymer	CO	421'	40.9446	-103.8157	Repower
2021 WTW 1660 OF	Wind	New	CO	4011	40.0461	102 0121	D
2021-WTW-1668-OE	Turbine	Raymer	СО	421'	40.9461	-103.8131	Repower
2021-WTW-1669-OE	Wind	New	СО	421'	40.9411	-103.8005	D om ovvom
2021-W1W-1009-OE	Turbine	Raymer	CO	421	40.9411	-103.8003	Repower
2021-WTW-1670-OE	Wind	New	СО	421'	40.9419	-103.7983	Repower
2021-W T W-1070-OE	Turbine Wind	Raymer New	CO	421	40.3413	-103.7963	Repower
2021-WTW-1671-OE	Turbine	Raymer	CO	421'	40.9422	-103.7897	Repower
2021 WTW 10/1 OE	Wind	New		721	70.7722	103.7077	Repower
2021-WTW-1672-OE	Turbine	Raymer	СО	421'	40.9448	-103.7870	Repower
2021 ((1) 10/2 02	Wind	New		121	1015 110	103.7070	rtepo wer
2021-WTW-1673-OE	Turbine	Raymer	CO	421'	40.9267	-103.7961	Decommission
	Wind	New					
2021-WTW-1674-OE	Turbine	Raymer	CO	421'	40.9288	-103.7938	Decommission
	Wind	New					
2021-WTW-1675-OE	Turbine	Raymer	CO	421'	40.9316	-103.7921	Repower
	Wind	New					
2021-WTW-1676-OE	Turbine	Raymer	CO	421'	40.9343	-103.7887	Repower
	Wind	New					
2021-WTW-1677-OE	Turbine	Raymer	CO	421'	40.9364	-103.7874	Repower
	Wind	New					
2021-WTW-1678-OE	Turbine	Raymer	CO	421'	40.9363	-103.7826	Repower
2024 ************	Wind	New	~ -	46	40.02=5	100	
2021-WTW-1679-OE	Turbine	Raymer	CO	421'	40.9378	-103.7797	Repower
2021 WEW 1602 OF	Wind	New	G0	4011	40.0206	102 5551	
2021-WTW-1680-OE	Turbine	Raymer	CO	421'	40.9396	-103.7771	Repower

ASN	Str. Type	City	State	Height (AGL)	Lat	Long	Action
11011	Wind	New	State	(/IGL)	Lat	Long	rection
2021-WTW-1681-OE	Turbine	Raymer	CO	421'	40.9569	-103.7796	Repower
2021 WIN 1001 02	Wind	New			101000	10017730	713p 5 11 51
2021-WTW-1682-OE	Turbine	Raymer	CO	421'	40.9598	-103.7767	Repower
	Wind	New					1
2021-WTW-1683-OE	Turbine	Raymer	CO	421'	40.9605	-103.7706	Repower
	Wind	New					-
2021-WTW-1684-OE	Turbine	Raymer	CO	421'	40.9492	-103.7700	Repower
	Wind	New					
2021-WTW-1685-OE	Turbine	Raymer	CO	421'	40.9522	-103.7692	Repower
	Wind	New					
2021-WTW-1686-OE	Turbine	Raymer	CO	421'	40.9555	-103.7660	Repower
	Wind	New					_
2021-WTW-1687-OE	Turbine	Raymer	CO	421'	40.9464	-103.7628	Repower
2024 ******** 4 600 07	Wind	New	~~	4044	40.0404	100 = 611	~
2021-WTW-1688-OE	Turbine	Raymer	CO	421'	40.9421	-103.7611	Repower
2021 WEW 1600 OF	Wind	New	CO	4011	40.0422	102 7574	D
2021-WTW-1689-OE	Turbine	Raymer	СО	421'	40.9433	-103.7574	Repower
2021-WTW-1690-OE	Wind	New	СО	421'	40.9452	-103.7557	D om ovvom
2021-W1W-1090-OE	Turbine	Raymer	CO	421	40.9432	-103./33/	Repower
2021-WTW-1691-OE	Wind Turbine	New	СО	421'	40.9467	-103.7536	Repower
2021-W1W-1091-OE	Wind	Raymer New	CO	721	40.5407	-103.7330	Repower
2021-WTW-1692-OE	Turbine	Raymer	CO	421'	40.9463	-103.7497	Repower
2021 WTW 1072 OE	Wind	New		721	40.7403	103.7477	repower
2021-WTW-1693-OE	Turbine	Raymer	CO	421'	40.9470	-103.7466	Repower
2021 W 1 W 1090 0 B	Wind	New			1015 170	1021, 100	715p 5 11 51
2021-WTW-1694-OE	Turbine	Raymer	CO	421'	40.9444	-103.7408	Repower
	Wind	New					1
2021-WTW-1695-OE	Turbine	Raymer	CO	421'	40.9503	-103.7437	Repower
	Wind	New					
2021-WTW-1696-OE	Turbine	Raymer	CO	421'	40.9537	-103.7434	Repower
	Wind	New					
2021-WTW-1697-OE	Turbine	Raymer	CO	421'	40.9576	-103.7438	Repower
	Wind	New					
2021-WTW-1698-OE	Turbine	Raymer	CO	421'	40.9591	-103.7415	Repower
	Wind	New					_
2021-WTW-1699-OE	Turbine	Raymer	CO	421'	40.9601	-103.7390	Repower
2021 WEW 1502 OF	Wind	New	CC	4011	40.061.5	102.72.60	D
2021-WTW-1700-OE	Turbine	Raymer	СО	421'	40.9615	-103.7368	Repower
2021 WTW 1701 OF	Wind	New	CO	4211	40.0679	102 7421	D
2021-WTW-1701-OE	Turbine	Raymer	CO	421'	40.9678	-103.7431	Repower

	Str.			Height			
ASN	Type	City	State	(AGL)	Lat	Long	Action
	Wind	New					
2021-WTW-1702-OE	Turbine	Raymer	CO	421'	40.9694	-103.7408	Repower
	Wind	New					
2021-WTW-1703-OE	Turbine	Raymer	CO	421'	40.9712	-103.7382	Repower
	Wind	New					New
2022-WTW-2417-OE	Turbine	Raymer	CO	499'	40.9506	-103.7243	Construction
	Wind	New					New
2022-WTW-2418-OE	Turbine	Raymer	CO	499'	40.9542	-103.7194	Construction
	Wind	New					New
2022-WTW-2419-OE	Turbine	Raymer	CO	499'	40.9578	-103.7145	Construction
	Wind	New					New
2022-WTW-2420-OE	Turbine	Raymer	CO	499'	40.9275	-103.8772	Construction
	Wind	New					New
2022-WTW-2421-OE	Turbine	Raymer	CO	499'	40.9285	-103.8730	Construction
	Wind	New					New
2022-WTW-2422-OE	Turbine	Raymer	CO	499'	40.9294	-103.8691	Construction
	Wind	New					New
2022-WTW-2423-OE	Turbine	Raymer	CO	499'	40.9315	-103.8537	Construction

<u>ATTACHMENT B</u>
Cedar Creek II Repower Wind Project Map and Project Area Coordinates



Project Area Coordinates

Point	Latitude	Longitude
1	40.9773	-103.7452
2	40.9776	-103.6868
3	40.9480	-103.6880
4	40.8900	-103.7321
5	40.8894	-103.8033
6	40.8604	-103.8038
7	40.8602	-103.8807
8	40.9366	-103.8797