

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE,
AND
CENTURY OAK WIND PROJECT, LLC,
ADDRESSING THE CENTURY OAK WIND PROJECT
NEAR PUTNAM, TEXAS**

This is an agreement among the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, the Department of the Air Force (DAF), acting through the Deputy Assistant Secretary of the Air Force for Installations (collectively, the “DoD parties”), and Century Oak Wind Project, 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*; B, *Century Oak Wind Project Map with FAA Filing Locations*; 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 Century Oak Wind Project (Project) to proceed with development.

B. De-confliction. As the Project was originally filed, its spinning turbine blades would conflict with the DAF’s operation of Dyess Air Force Base (Dyess AFB) (Installation). The originally proposed Century Oak Wind Project would have resulted in a beam blockage that would inhibit the Next Generation Weather Radar (NEXRAD) WSR-88D weather radar station KDYX’s ability to forecast severe weather. 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. Hours of Curtailment, beginning when rotor blade rotation is curtailed as defined in this agreement.

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. The positive difference, if any, of 100 hours minus the Actual Curtailment Hours for a Calendar Year.

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

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

G. CFR. Code of Federal Regulations.

H. Curtailment. The cessation of wind turbine operations when the wind turbine blades are not spinning and are either fully feathered with brakes applied (0 RPM) or fully feathered (less than 1 RPM).

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

J. Day. A calendar day unless indicated otherwise.

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

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

M. Fiscal Year. [RESERVED]

N. Hour. A temporal hour of 60 minutes, not a mega-watt hour. In order to account for fractions of an hour, hours will be calculated by rounding up the time measured to the nearest full minute, then dividing that number by 60, and expressing the quotient as a positive number out to three decimal places. By way of illustration only, if the measured amount of time were 46 minutes and 20 seconds, the time would be rounded up to 47 minutes, and because 47 divided by 60 equals 0.7833333333, the number of hours would be expressed as 0.783.

O. National Security or Defense Purpose. An emergency circumstance where the President of the United States, the Secretary of Defense, or a combatant commander under 10 U.S.C. section 164 directs a change to the mission of the Installation in support of emergency

circumstances. An emergency circumstance does not include routine changes to the mission of the Installation.

P. Project. The Century Oak Wind Project, which will consist of no more than 45 of the 46 wind turbines filed with the FAA and no more than two (2) permanent meteorological evaluation towers (METs) identified in Attachment A by ASN or by substitute ASNs submitted in accordance with Section 10.A of this agreement.

Q. Project Owner. Century Oak Wind Project, LLC, and its successors and assigns.

R. Radar Adverse-impact Management (RAM). [RESERVED]

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

T. 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 military operations and readiness. Project Owner agrees to limit the total number of Project wind turbines constructed to no more than 45 with maximum heights depicted in Attachment A. Project Owner agrees to build no more than two (2) permanent METs with a maximum height of 401 feet above ground level (AGL). Project Owner agrees to restrict the construction of the wind turbines and METs to the ASN locations and associated heights specified in Attachment A and depicted in Attachment B. Any substitute ASNs submitted per Section 10.A of this agreement will adhere to areas with height restrictions depicted in Attachment B.

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

C. Voluntary Contribution. [RESERVED]

D. Amendment of Applications. [RESERVED]

E. Withdrawal of Objections.

1. The DoD has responded to all ASNs for this Project and they have received determinations from the FAA.

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 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 or any amendments to this agreement, that the total number of structures for the Project still does not exceed 45 wind turbines and two (2) METs, and 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.

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 the Installation and the Dyess NEXRAD WSR-88D beyond the Project.

SECTION 4. CURTAILMENT.

A. Curtailment for Test Purposes. [RESERVED]

B. Curtailment for Severe Weather Detection. Upon the request of the DAF and in accordance with the attached Curtailment Communications Protocol (Attachment C), Project Owner agrees to curtail the operations of the 12 northern most wind turbine generators with the height of 552 feet AGL (Attachment B) for severe weather detection as set forth in this Section. The ASNs for these 12 wind turbines are: 2022-WTW-3467-OE; 2022-WTW-3474-OE; 2022-WTW-3477-OE; 2022-WTW-3478-OE; 2022-WTW-3479-OE; 2022-WTW-3482-OE; 2022-WTW-5085-OE; 2022-WTW-5086-OE; 2022-WTW-5087-OE; 2022-WTW-5088-OE; 2022-WTW-5089-OE; and 2022-WTW-5090-OE.

During the first calendar year following completion of the construction of the Project, DoD may request and the Project Owner will perform up to 125 Hours of Curtailment for severe weather detection. Provided that the completion of the construction of the Project does not occur on January 1 of the calendar year, amount shall be prorated relative to the remaining portion of such calendar year. During subsequent calendar years, DoD may request and Project Owner will perform up to 100 hours of Curtailment for severe weather detection, in addition to up to 25 Banked Hours of Curtailment for severe weather detection. For any calendar year in which DoD requests and Project Owner performs less than 100 hours of Curtailment for severe weather detection, up to 25 of such unrequested hours shall carry over to subsequent calendar years and become considered a portion of the Banked Hours. The maximum Curtailment for severe weather detection requested by DoD shall not exceed 125 hours for any calendar year during the term of this agreement, including any banked hours.

On the third anniversary of the commercial operation date of the Project, and every three years thereafter, the DoD parties and Project Owner agree to review the maximum Curtailment hours for severe weather detection as it relates to the mission requirements and determine if any adjustment can be made.

The DoD parties agree that Curtailment for severe weather detection will only be used to preserve capability for personnel, operations, and resource protection at Dyess AFB that would be impacted by the Project's wind turbines. The DAF and Project Owner agree to manage Curtailment hours for severe weather detection in accordance with the terms and conditions set forth in this Section. The DAF's personnel, operations, and resource protection requiring Curtailment for severe weather detection at Dyess AFB are generally conducted 24 hours a day, seven days a week.

C. Curtailment for a National Security or Defense Purpose. In addition to curtailment provided elsewhere in this agreement, upon request by the DoD, 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 the DoD party to Project Owner and will include the releasable portions of the President's, 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 DOD Parties 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 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:
 - 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.
 - 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 effective date of this agreement, 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. The Dyess NEXRAD WSR-88D permanently ceases operations. 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, 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

3. Project Owner. Century Oak Wind Project, LLC, 3760 State Street, #200, Santa Barbara, CA 93105, Attention: John Fedorko, john.fedorko@engie.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. 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.

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.

B. Integration. This agreement contains the entire agreement and understanding between the parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations by the parties with respect to such subject matter.

C. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas, as may be applicable.

D. Interpretation. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this agreement. Any reference to any Federal, state, interstate, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, as they may have been amended from time to time, unless the context requires otherwise.

E. Headings and Titles. The headings or section titles contained in this agreement are inserted solely for convenience and do not constitute a part of this agreement between the parties, nor should they be used to aid in any manner in the construction of this agreement.

F. Severability. If any term, provision, or condition of this agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this agreement and all remaining terms, provisions, and conditions of this agreement shall continue in full force and effect. The parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions 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 the mitigation agreement's curtailment provisions, including requesting waivers from the grid operator if grid protocols would interfere with this mitigation agreement.

[Continued on the 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

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Brendan M. Owens
Assistant Secretary of Defense for
Energy, Installations, and Environment

Date

FOR THE DEPARTMENT OF THE AIR FORCE

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

Date

FOR CENTURY OAK WIND PROJECT, LLC

DocuSigned by:
Jonathan Koehn
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Jonathan S. Koehn
Vice President

DS
JP

3/13/2023

Date

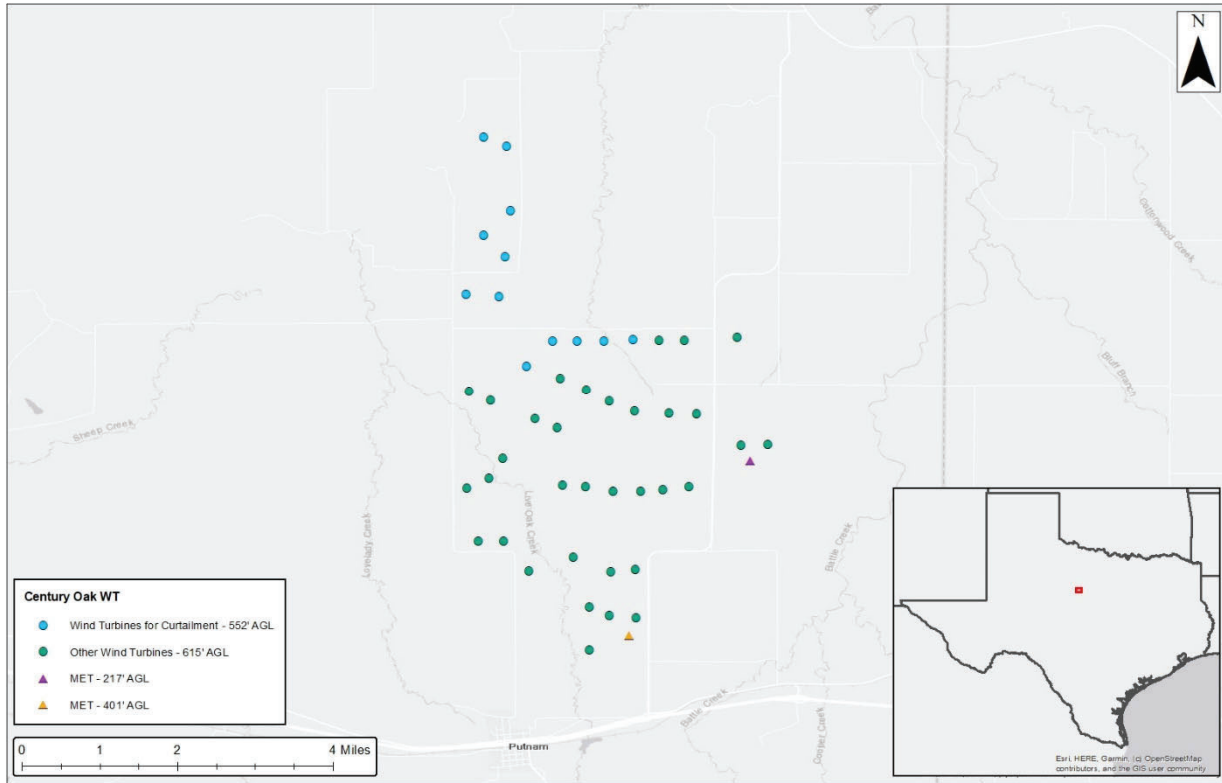
ATTACHMENT A
Federal Aviation Administration Filings

ASN	Str. Type	City	State	Height (AGL)	Latitude	Longitude
2022-WTW-3467-OE	Wind Turbine	Putnam	TX	552'	32.4827	-99.1965
2022-WTW-3474-OE	Wind Turbine	Putnam	TX	552'	32.4552	-99.2041
2022-WTW-3477-OE	Wind Turbine	Putnam	TX	552'	32.4465	-99.1834
2022-WTW-3478-OE	Wind Turbine	Putnam	TX	552'	32.4464	-99.1784
2022-WTW-3479-OE	Wind Turbine	Putnam	TX	552'	32.4467	-99.1730
2022-WTW-3480-OE	Wind Turbine	Putnam	TX	615'	32.4466	-99.1634
2022-WTW-3481-OE	Wind Turbine	Putnam	TX	615'	32.4472	-99.1536
2022-WTW-3482-OE	Wind Turbine	Putnam	TX	552'	32.4418	-99.1928
2022-WTW-3483-OE	Wind Turbine	Putnam	TX	615'	32.4394	-99.1866
2022-WTW-3484-OE	Wind Turbine	Putnam	TX	615'	32.4352	-99.1774
2022-WTW-3485-OE	Wind Turbine	Putnam	TX	615'	32.4333	-99.1727
2022-WTW-3486-OE	Wind Turbine	Putnam	TX	615'	32.4329	-99.1663
2022-WTW-3489-OE	Wind Turbine	Putnam	TX	615'	32.4189	-99.2040
2022-WTW-3492-OE	Wind Turbine	Putnam	TX	615'	32.4192	-99.1819
2022-WTW-3493-OE	Wind Turbine	Putnam	TX	615'	32.4184	-99.1767
2022-WTW-3494-OE	Wind Turbine	Putnam	TX	615'	32.4184	-99.1716
2022-WTW-3495-OE	Wind Turbine	Putnam	TX	615'	32.4091	-99.2019
2022-WTW-3496-OE	Wind Turbine	Putnam	TX	615'	32.4091	-99.1971
2022-WTW-3498-OE	Wind Turbine	Putnam	TX	615'	32.4038	-99.1726
2022-WTW-3499-OE	Wind Turbine	Putnam	TX	615'	32.3952	-99.1774
2022-WTW-3500-OE	Wind Turbine	Putnam	TX	615'	32.3948	-99.1725
2022-WTW-3501-OE	Wind Turbine	Putnam	TX	615'	32.3888	-99.1811
2022-WTW-3502-OE	Wind Turbine	Putnam	TX	615'	32.4373	-99.1817
2022-WTW-3503-OE	Wind Turbine	Putnam	TX	615'	32.4466	-99.1682
2022-WTW-5085-OE	Wind Turbine	Putnam	TX	552'	32.4844	-99.2008
2022-WTW-5086-OE	Wind Turbine	Putnam	TX	552'	32.4662	-99.2009
2022-WTW-5087-OE	Wind Turbine	Putnam	TX	552'	32.4707	-99.1959
2022-WTW-5088-OE	Wind Turbine	Putnam	TX	552'	32.4622	-99.1968
2022-WTW-5089-OE	Wind Turbine	Putnam	TX	552'	32.4547	-99.1980
2022-WTW-5090-OE	Wind Turbine	Putnam	TX	552'	32.4465	-99.1880
2022-WTW-5091-OE	Wind Turbine	Putnam	TX	615'	32.4327	-99.1612
2022-WTW-5092-OE	Wind Turbine	Putnam	TX	615'	32.4370	-99.2036
2022-WTW-5093-OE	Wind Turbine	Putnam	TX	615'	32.4244	-99.1972
2022-WTW-5094-OE	Wind Turbine	Putnam	TX	615'	32.4195	-99.1861
2022-WTW-5095-OE	Wind Turbine	Putnam	TX	615'	32.4353	-99.1996

ASN	Str. Type	City	State	Height (AGL)	Latitude	Longitude
2022-WTW-5096-OE	Wind Turbine	Putnam	TX	615'	32.4302	-99.1872
2022-WTW-5097-OE	Wind Turbine	Putnam	TX	615'	32.4319	-99.1913
2022-WTW-5098-OE	Wind Turbine	Putnam	TX	615'	32.4207	-99.1999
2022-WTW-5099-OE	Wind Turbine	Putnam	TX	615'	32.4034	-99.1771
2022-WTW-5100-OE	Wind Turbine	Putnam	TX	615'	32.3968	-99.1812
2022-WTW-5102-OE	Wind Turbine	Putnam	TX	615'	32.4186	-99.1675
2022-WTW-5103-OE	Wind Turbine	Putnam	TX	615'	32.4192	-99.1626
2022-WTW-5104-OE	Wind Turbine	Putnam	TX	615'	32.4035	-99.1924
2022-WTW-5106-OE	Wind Turbine	Putnam	TX	615'	32.4060	-99.1842
2022-WTW-5115-OE	Wind Turbine	Putnam	TX	615'	32.4269	-99.1529
2022-WTW-5116-OE	Wind Turbine	Putnam	TX	615'	32.4270	-99.1479
2022-WTW-8075-OE	MET	Putnam	TX	401'	32.3915	-99.1737
2022-WTW-8076-OE	MET	Putnam	TX	217'	32.4241	-99.1512

ATTACHMENT B

Century Oak Wind Project Map with FAA Filing Locations



ATTACHMENT C

Curtailment Communications Protocol

1. Purpose and Scope. This Attachment establishes the protocol for communication between Project Owner and the 7th Operations Support Squadron Weather Flight (7 OSS/OSW) acting on behalf of the DAF when Curtailment of wind turbine operations is required for severe weather detection as agreed to between the Parties in Section 4.B. pertaining to “*Curtailment for Severe Weather Detection*”.

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

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

b. **Project Owner:** The Project Owner Remote Operations Control Center (ROCC), at 1-877-336-3480 or realtimetrading.eemna@engie.com, is the only Party authorized to receive a request by the 7 OSS/OSW for Curtailment.

3. Curtailment Procedures

a. **Severe Weather Curtailment Procedures:** As soon as severe weather is expected, the 7 OSS/OSW will call the ROCC giving an overview of expected weather conditions and timing to arrive on Dyess AFB. Curtailment is not limited to this timeframe, as it is an early-notice best guess. Subsequent emails will be sent out at 0200, 1000, and 1900 CST (or CDT). These emails are not required for Curtailment to be requested, as severe weather can happen unexpectedly and without advance notice. When Curtailment for severe weather is required, 7 OSS/OSW personnel will first request approval from the 7 OSS/OSW Flight leadership. After receiving approval, the 7 OSS/OSW forecaster will contact the ROCC by phone to request Curtailment. At that time, the 7 OSS/OSW will also give an estimated end of Curtailment. Curtailment contacts will exchange initials and the time of the phone call, and the ROCC will begin feathering the Project’s wind turbines. When conditions improve, and it is assessed safe to end the Curtailment, the 7 OSS/OSW will contact the ROCC, giving notification to end Curtailment. If conditions do not warrant ending curtailment by the estimated end time, 7 OSS/OSW will contact the ROCC to request an extension of the curtailment. Should 7 OSS/OSW not contact the ROCC by the end of the curtailment period, the ROCC will contact the 7 OSS/OSW to request an end to Curtailment or to receive an updated estimated end of Curtailment.

4. Verification of Severe Weather Curtailment. Project Owner ROCC shall notify the 7 OSS/OSW promptly by phone to confirm that the Project’s wind turbine blades are curtailed and

feathered. 7 OSS/OSW members will then verify the decreased radar signature, and both parties will exchange initials and note the time of verification. This is the time that the Curtailment begins. Following the phone call, the ROCC shall promptly thereafter send an email to the 7 OSS/OSW email (7.OSS.OSW@us.af.mil) to memorialize this notice. To verify the end of Curtailment, 7 OSS/OSW will contact the ROCC, and upon notification that the ROCC may end the Curtailment, both parties will exchange initials and the time, and the ROCC shall promptly thereafter send an email to the 7 OSS/OSW email (7.OSS.OSW@us.af.mil) to memorialize this notice.

5. Remote Curtailment Scheduling. [RESERVED]

6. Contact Listing

a. Relevant AF Installation/Office:

(1) Contact 1: 7 OSS/OSW Flight Commander Phone (325) 696-2501

(2) Contact 2: 7 OSS/OSW Flight Operations Phone (325) 696-2524;

Organizational E-mail: 7.OSS.OSW@us.af.mil

b. Project Owner: Century Oak Wind Project, LLC, 3760 State Street, #200, Santa Barbara, CA 93105, Attention: John Fedorko, john.fedorko@engie.com

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

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

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

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

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

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 ROCC 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 ROCC as soon as possible after the national security or defense event is terminated and curtailment is no longer required.