

**AGREEMENT
AMONG THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE, AND
BLACK HILLS POWER, INC., AND
CHEYENNE LIGHT, FUEL AND POWER COMPANY
ADDRESSING THE CORRIEDALE WIND PROJECT
NEAR CHEYENNE, WYOMING**

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 Black Hills Power, Inc. and Cheyenne Light, Fuel and Power Company (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 (CFR).

Attachments A, *Federal Aviation Administration Filings for Corriedale Wind Project*; B, *Corriedale Wind Turbines and Project Area*, and C, *Curtailment Communications Protocol*, are attached to this agreement and made a part hereof.

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

SECTION 1. PURPOSE.

A. Objective. The objective of this agreement is to mitigate any potential adverse impact and to minimize risks to national security while allowing the Corriedale Wind Project (Project) to proceed with development.

B. De-confliction. As the Project was originally filed, its spinning turbine blades would conflict with MILDEP’s operation of the Francis E. Warren Air Force Base (Installation) and the weather radar (NEXRAD) in Cheyenne, Wyoming. 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 stops and the blades are locked in accordance with this agreement.

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. [RESERVED]

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

F. CFR. Code of Federal Regulations.

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

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).

H. Day. A calendar day unless indicated otherwise.

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

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

K. Fiscal Year. The period that begins on October 1st and ends at the beginning of October 1st of the following year.

L. 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.

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

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

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

O. Project. The Corriedale Wind Project, which will consist of the 21 proposed wind turbines identified in Attachment A by ASN or by substitute ASNs submitted in accordance with section 10.A of this agreement.

P. Project Owner. Black Hills Power, Inc., and Cheyenne Light, Fuel and Power Company and its successors and assigns.

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

R. 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 DoD military operations and readiness. Project Owner agrees to limit the total number of Project wind turbines to no more than 21 with a maximum height of 501 feet above ground level (AGL). 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. Project Owner agrees to the curtailment protocol in Attachment C. Project Owner agrees to notify the MILDEP 30 days prior to commencing construction of the turbines. Project Owner agrees to install Night Vision Goggle compatible lighting on all wind turbines associated with the Project that are required to have lighting pursuant to FAA requirements.

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. 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” provided that the affected ASNs are listed on Attachment A (as amended, if applicable, in

accordance with section 10.A below), do not exceed the maximum height specified in Section 3.A, and are located within the siting parameters of the Project area specified in Attachment B of this agreement or any amendments to this agreement; that the total number of ASNs for the Project still does not exceed 21 wind turbines; and that this agreement is incorporated into the ASN filings affected by the extension.

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.

E. Other Regulatory Actions. This agreement shall not prevent or limit the DoD parties from communicating in any form with any regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting the Installation beyond the Project.

SECTION 4. CURTAILMENT.

A. Curtailment for Test Purposes. [RESERVED]

B. Curtailment for Weather Detection. Project Owner agrees to immediately curtail wind turbine operations for a specified weather conditions utilizing the communication protocol set out in Attachment C. The maximum curtailment requirement for weather detection is 70 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. If the 5-year average of severe storm warnings and watches exceeds 70 hours annually, a new maximum number for curtailment hours will be negotiated and set for the term of this agreement, not to exceed 100 hours. If the parties do not agree on a new annual curtailment maximum, the curtailment requirement will default to the maximum 100 hours annually.

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

D. Curtailment for Establishing Baselines. Upon request by the MILDEP, Project Owner agrees, during the first year of operations, to curtail wind turbine operations for a period of up to an aggregate of 30 hours for actions identified by the MILDEP such as establishing baselines, performing flight checks, or conducting tests. The MILDEP will attempt to schedule such curtailment during low- or no-wind situations identified by Project Owner's meteorological data.

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 excess cause wear and tear on the Project. Project Owner agrees that it is responsible for any damage or "wear and tear" to the turbines as a result of curtailment (as defined in Section 2.G) pursuant to this agreement.

F. Disclosure of Curtailment Request. Project Owner acknowledges that there may be national security considerations associated with any request by the 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 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 identified under paragraph 5.B.1.a and 5.B.1.b, the MILDEP agrees to identify to Project Owner, no later than 30 days after the Effective Date of this agreement, any entity or person posing a security concern. For those entities or persons identified under paragraph 5.B.1.c, the MILDEP agrees to identify to Project Owner, no later than 30 days

after the receipt of the name of any foreign entity allowed to access the wind turbines and associated data systems, any entity posing a security concern. Project Owner agrees to enter into negotiations with the DoD parties in order to mitigate any such concern. Any such security concern must be resolved prior to allowing access to the site by such persons or representatives of such an entity or the use of 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 shall be provided 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. The Installation ceases operations.
4. The DoD ceases to use the NEXRAD system permanently. If the current radar is replaced with a radar system that has similar needs for mitigation, then this agreement shall not expire.
5. 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. POC changes take effect the sooner of all the receiving parties acknowledging receipt of the change notice or the expiration of the 30 days.

1. DoD – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400
2. MILDEP – Director, Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, 1665 Air Force Pentagon, Suite 5E1000, Washington, DC 20330-1665, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil
3. Project Owner – Jason Hartman, Black Hills Power, Inc., and Cheyenne Light, Fuel and Power Company, Jason.hartman@blackhillscorp.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 to be received when delivered to the recipient's address.

SECTION 9. BREACH AND DISPUTE RESOLUTION.

A. Dispute Resolution. If a party believes that another party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other parties and provide the breaching party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach, provided that failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved parties as to whether a breach occurred, the involved parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the MILDEP at the Installation. Disputes may be elevated, on the part of the DoD parties, to the MILDEP headquarters and then to the Executive Director of the Siting Clearinghouse. If the breach is not cured or resolved after this initial dispute resolution process, any party may seek to enforce this agreement. Each party specifically reserves any and all rights or causes of action it may have both at law and in equity to require compliance with any provision of this agreement. Each party reserves the right to enforce or refrain from enforcing against another party the terms of this agreement as it sees fit and failure to enforce does not act to excuse future breaches.

B. Compensatory Damages. Project Owner agrees that failure to curtail pursuant to this agreement constitutes material breach of the agreement. Project Owner acknowledges that, in that event of such breach, nothing in this agreement waives either party's legal remedies at law.

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 Wyoming, 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. The 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.

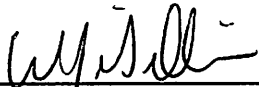
O. Grid Operator Protocols. The parties agree that Project Owner will be subject to and required to comply with the protocols of the grid operator and that such protocols will control how quickly Project Owner can curtail and resume its generation of power, except that curtailment for National Security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

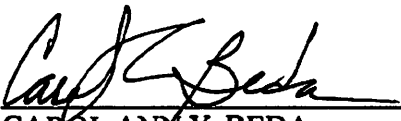
FOR THE DEPARTMENT OF DEFENSE



W. Jordan Gillis
Assistant Secretary of Defense
(Sustainment)

29 MAY 2020
Date

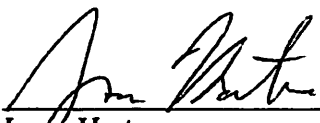
FOR THE DEPARTMENT OF THE AIR FORCE:



CAROL ANN Y. BEDA
Acting Deputy Assistant Secretary of the Air Force
(Installations)

18 May 2020
Date

FOR BLACK HILLS POWER, INC., AND CHEYENNE LIGHT, FUEL AND POWER COMPANY



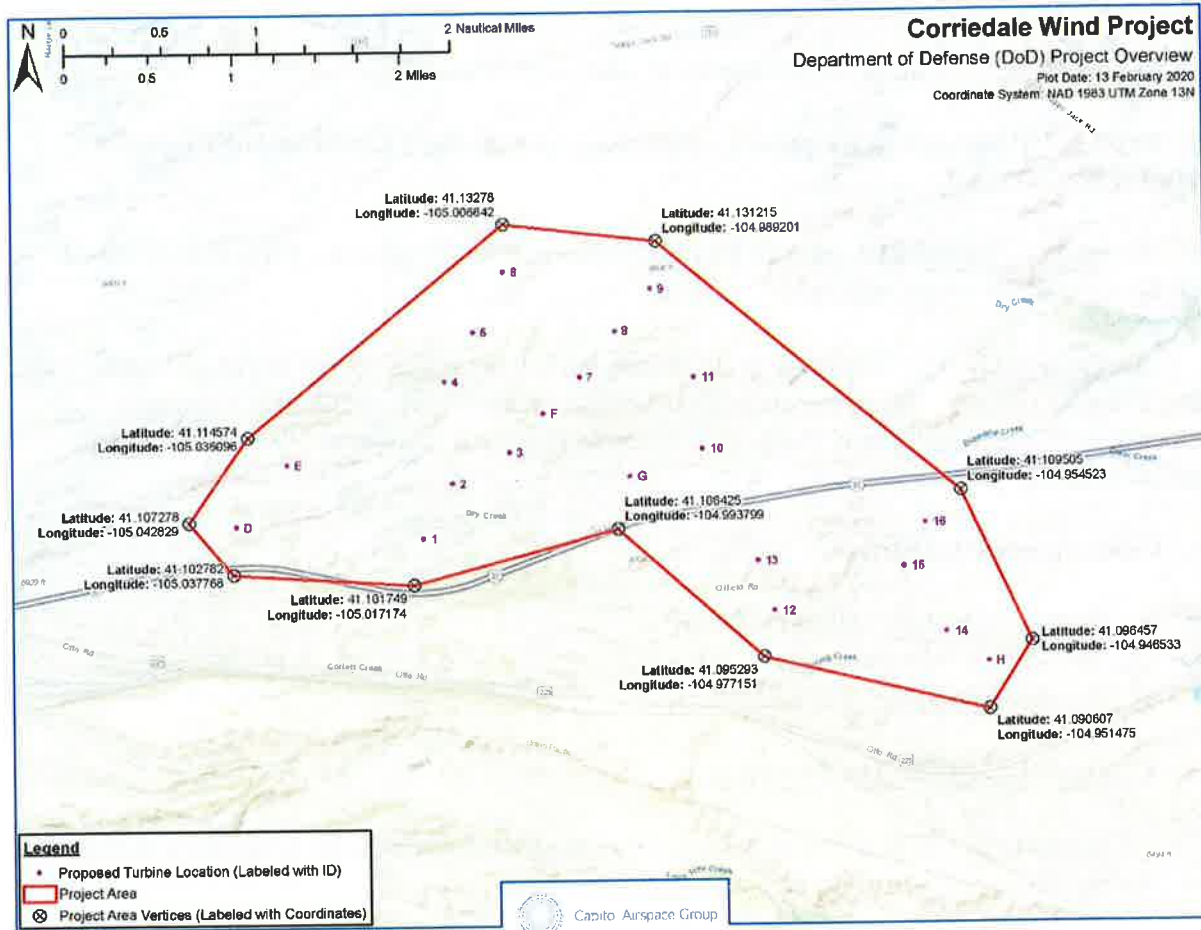
Jason Hartman
Director Generation Project Engineering

5-13-2020
Date

ATTACHMENT A:
Federal Aviation Administration Filings for Corriedale Wind Project

ASN	Structure	City	State	Structure Type	Feet AGL	Latitude (DD)	Longitude (DD)
2019-WTW-4498-OE	1	Cheyenne	WY	Wind Turbine	501	43.8300083333N	95.8871166666W
2019-WTW-4499-OE	2	Cheyenne	WY	Wind Turbine	501	43.8412861111N	95.8763916666W
2019-WTW-4500-OE	3	Cheyenne	WY	Wind Turbine	501	43.8463222222N	95.8665W
2019-WTW-4501-OE	4	Cheyenne	WY	Wind Turbine	501	43.8400472222N	95.8594444444W
2019-WTW-4502-OE	5	Cheyenne	WY	Wind Turbine	501	43.8439888888N	95.8546055555W
2019-WTW-4503-OE	6	Cheyenne	WY	Wind Turbine	501	43.8367694444N	95.8546111111W
2019-WTW-4504-OE	7	Cheyenne	WY	Wind Turbine	501	43.8379888888N	95.8484111111W
2019-WTW-4505-OE	8	Cheyenne	WY	Wind Turbine	501	43.8288166666N	95.8545777777W
2019-WTW-4506-OE	9	Cheyenne	WY	Wind Turbine	501	43.8299111111N	95.8490555555W
2019-WTW-4507-OE	10	Cheyenne	WY	Wind Turbine	501	43.8298722222N	95.8472527778W
2019-WTW-4508-OE	11	Cheyenne	WY	Wind Turbine	501	43.8277416666N	95.8409527778W
2019-WTW-4509-OE	12	Cheyenne	WY	Wind Turbine	501	43.8278666666N	95.8355861111W
2019-WTW-4510-OE	13	Cheyenne	WY	Wind Turbine	501	43.8273666666N	95.8294861111W
2019-WTW-4511-OE	14	Cheyenne	WY	Wind Turbine	501	43.8257722222N	95.8222611111W
2019-WTW-4512-OE	15	Cheyenne	WY	Wind Turbine	501	43.830375N	95.8067083333W
2019-WTW-4513-OE	16	Cheyenne	WY	Wind Turbine	501	43.8301277777N	95.8010777778W
2019-WTW-11194-OE	D	Cheyenne	WY	Wind Turbine	501	43.8301888888N	95.7951638889W
2019-WTW-11195-OE	E	Cheyenne	WY	Wind Turbine	501	43.8254472222N	95.7904222222W
2019-WTW-11196-OE	F	Cheyenne	WY	Wind Turbine	501	43.8264472222N	95.7655944444W
2019-WTW-11197-OE	G	Cheyenne	WY	Wind Turbine	501	43.8270694444N	95.7602638889W
2019-WTW-11198-OE	H	Cheyenne	WY	Wind Turbine	501	43.8419138888N	95.7573W

ATTACHMENT B: Corriedale Wind Turbines and Project Area



ATTACHMENT C:
Curtailment Communications Protocol

1. Purpose and Scope. This Attachment establishes the protocol for communication between Project Owner and the Installation Weather Flight (90 OSS/OSW) 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. 90 OSS/OSW: Members of 90 OSS/OSW will be the primary MILDEP points of contact for all communications.

B. Project Owner: Jason Hartman, Black Hills Power, Inc., and Cheyenne Light, Fuel and Power Company, Jason.hartman@blackhillscorp.com. Project Owner's Remote Operations Center is the only Party authorized to receive a request by 90 OSS/OSW for curtailment.

3. Curtailment Procedures.

A. 30 Day Schedule. [RESERVED]

B. Weekly Schedule. [RESERVED]

C. Day of Curtailment Procedures.

(1) 90 OSS/OSW will notify Project Owner by telephone with a curtailment request for the following warnings and watches:

a. Severe Weather Warning. A thunderstorm that produces a tornado, winds of at least 51 mph (45 knots or ~93 km/h), or hail at least three quarter inch (3/4") in diameter.

b. Severe Weather Watch. Conditions favorable for the development of a thunderstorm that produces a tornado, winds of at least 51 mph (45 knots or ~93km/h), or hail at least three quarter inch (3/4") in diameter.

c. Weather conditions consistent with icing, tornadic events, or microburst conditions occurring within 60 nautical miles of WSR-88D, Cheyenne Radar.

(2) Once the Project has ceased operation, Project Owner will send a curtailment confirmation email to the following MILDEP distribution lists:

a. Director, Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil.

b. F.E. Warren AFB, 90 OSS/OSW Flight Commander or 90 OSS/OSW Flight Chief, 90oss.oswwweather@us.af.mil.

(3) The Project will be ramped down remotely in a controlled fashion and the turbines will be curtailed, as defined in section 2 of the main agreement. If the weather event prompting the curtailment request notification is over or such curtailment is otherwise no longer necessary, F.E. Warren AFB must provide Project Owner immediate notification by calling the following telephone number for the Project Operation Center:

D. Procedures if Additional Training Time is Required. [RESERVED]

E. Procedures if the Training Schedule Is Changed. [RESERVED]

F. Procedures if Training Is Completed Early. [RESERVED]

4. Verification of Curtailment. The Project Owner Remote Operations Center shall promptly confirm to the 90 OSS/OSW 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 the 90 OSS/OSW to memorialize the notice in writing. Before beginning any wind turbine operations, the Project Owner agrees to provide a web based portal for the relevant offices to confirm that all Project turbines are curtailed.

5. Remote Curtailment Scheduling. Project Owner may, with agreement of 90 OSS/OSW, create a secure remote interface to be used by 90 OSS/OSW 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, then the Parties shall not be required to follow the processes described above during the periods for which the Remote Scheduling is accessible to 90 OSS/OSW. Project Owner may discontinue Remote Scheduling at any time and resume the processes described herein.

6. Contact Listing.

A. Relevant AF Installation/Office:

(1) Contact 1: 90 OSS/OSW Flight Commander; Phone: (307) 773-2488

(2) Contact 2: 90 OSS/OSW Flight Chief; Phone: (307) 773-5153; Email: 90oss.oswwweather@us.af.mil

B. Project Owner:

(1) Contact 1: Jason Hartman, Director Generation Project Engineering, Black Hills Energy; 307-757-3040; Email: Jason.hartman@blackhillscorp.com

(2) Contact 2: Jerry Likewise, O&M Manager, Black Hills Energy, 307-757-3033;
Email: Jerry.likewise@blackhillscorp.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”). The Project Owner Curtailment Contact shall deliver each quarterly report to the 90 OSS/OSW Curtailment Contact within 7 days after the end of each quarter. Project Owner and 90 OSS/OSW may discuss such quarterly reports during periodic review sessions, or at any such time as Project Owner and 90 OSS/OSW mutually agree. Project Owner may, with agreement of 90 OSS/OSW, establish a secure remote interface to be used by 90 OSS/OSW 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 90 OSS/OSW. Project Owner may, at its option, discontinue the Remote Report Access at any time and resume 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. The Project Owner Curtailment Contact shall deliver the annual report to the 90 OSS/OSW Curtailment Contact within 15 days after the end of each year. Within 7 days after receiving the annual report, 90 OSS/OSW Curtailment Contact shall provide to the Project Owner Curtailment Contact written notice via email that 90 OSS/OSW either accepts the annual report as accurate or disagrees with the annual report, in which case 90 OSS/OSW 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 90 OSS/OSW and Project Owner and memorialized in writing. The number of hours of curtailment for a given year as agreed upon by 90 OSS/OSW and Project Owner and memorialized in writing in accordance with this subsection shall be the Actual Curtailment Hours.

8. Process Reviews. 90 OSS/OSW 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 90 OSS/OSW may conduct more frequent process reviews as desired.

9. Process Testing. 90 OSS/OSW 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 Project’s final commissioning and testing and shall represent a simulation of the process

described herein. Upon completion of each test, 90 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 operations center at Cheyenne Prairie Generating Station, 307-757-3011 and 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 operations center as soon as possible after the national security or defense event is terminated and curtailment is no longer required.

