

**AGREEMENT AMONG  
THE DEPARTMENT OF DEFENSE,  
THE DEPARTMENT OF THE AIR FORCE,  
AND  
POST OAK WIND LLC,  
ADDRESSING THE LONE STAR II (POST OAK) WIND REPOWER PROJECT  
NEAR ABILENE, 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 Post Oak Wind LLC (Project Owner). Together, these three entities are referred to as “parties” and individually as a “party.” Any reference to “DoD parties” means both 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, *Lone Star II (Post Oak) Wind Project Map and Project Area Coordinates*; 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 Lone Star II (Post Oak) Wind Repower Project (Project) to proceed with replacement of certain wind turbine equipment.

**B. De-confliction.** As the Project was originally filed, its spinning wind turbine blades would conflict with DAF’s operation of Dyess Air Force Base (Installation). The originally proposed Project would have resulted in a beam blockage that would compromise data gathering by the NEXRAD WSR-88D weather radar station KDYX’s ability to forecast severe weather. That blockage and associated interference can be limited by decreasing the number of wind turbines in the vicinity of the installation and the radar. As the project was originally filed, its spinning blades would also conflict with operation of the North American Aerospace Defense Command’s (NORAD) operation of the Abilene, Texas Airport Surveillance Radar (ASR-11). 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, including the protection of the ASR-11, which promotes national security, and protection of the National Airspace System, while supporting military readiness.

## 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 125 hours minus the Actual Curtailment Hours for a calendar year.

**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 either fully feathered with brakes applied (0 RPM) or fully feathered (less than 1 RPM) depending on the reason for curtailment.

**H. DAF.** The 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.** 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.

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

**O. Project.** The Lone Star II (Post Oak) Wind Repower Project which will consist of no more than 107 wind turbines and no more than four (4) permanent meteorological evaluation towers (MET) identified on Attachment A by ASN or by substitute ASNs submitted in accordance with Section 10.A of this agreement. The four (4) Project METs will be filed by the Project Owner within 12 months of the execution of this agreement.

**P. Project Owner.** Post Oak Wind LLC, and its successors and assigns.

**Q. Radar Adverse-impact Management (RAM).** The technical process designed to minimize the adverse impact of obstruction interference on a radar system. Involves a visit to the radar site by technicians to adjust applicable radar parameters.

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

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

### **SECTION 3. MITIGATION WITH VOLUNTARY CONTRIBUTION.**

**A. In General.** This agreement is structured to ensure Project Owner may construct and operate the Project without adversely impacting DoD military operations and readiness. Project Owner agrees to limit the total number of wind turbine replacement activities and new turbines associated with the Project to no more than 107 with a maximum height for each wind turbine location as described in Attachment A. Project Owner agrees to build no more than four (4) METs with a maximum height of 381 feet AGL. Project Owner agrees to restrict the construction of the wind turbines and METs to the Project area depicted in Attachment B. The specific geographic coordinates outlining the designated Project Area are also provided in Attachment B. Project Owner shall notify NORAD via email (n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil) when the Project is within 30-60 days of completion (for RAM scheduling purposes) and again when the Project is complete and operational such that the RAM can actually be accomplished.

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

**C. Voluntary Contribution.** Subject to the terms and conditions of this agreement, Project Owner shall pay to DoD, within 10 days of the substantial completion of wind turbine replacement activities at the Project, the amount of \$80,000. DoD will use these funds to offset the cost of measures undertaken by DoD to mitigate adverse impacts of this Project or other energy projects within the meaning of 10 U.S.C. section 183a on military operations and readiness or to conduct studies of potential measures to mitigate such impacts. DoD will accept such payment as a voluntary contribution of funds pursuant to 10 U.S.C. section 183a. Such voluntary contribution may be in addition to voluntary contributions made by other project owners, and such other contributions may be in amounts different from that made by Project Owner. DoD will accept the voluntary contribution on behalf of the DoD parties and will transfer the funds to appropriate accounts. All voluntary contributions shall be paid

electronically through Pay.gov.

1. Project Owner shall use one of the following two methods of making payment:
  - a. ACH Debit (preferred). ACH debit authorizes Pay.gov to request a payment immediately upon processing. Many institutions use ACH debit blocks as a precaution to prevent accidental withdrawals from unauthorized sources. In order to ensure the transaction is not blocked, Project Owner will use DoD's specified ID number as an exception for the debits authorized on the Pay.gov site. The ID for this specific collection is 00008522Z4.
  - b. ACH Credit. ACH Credit is a promise to arrange a payment from the promisor's bank account to the agency being paid.
2. To complete a voluntary contribution transaction:
  - a. Visit the Pay.gov website: <https://www.pay.gov/public/form/start/579188704>.
  - b. Fill out the form provided on the site.
  - c. Once submitted, print a copy of the confirmation for your records.
3. Data to include on submittal:
  - a. Collection Number: 2022EDPRLoneStarII
  - b. Description: \$80,000.00
  - c. For further assistance, visit Pay.gov Web Help section:  
<https://www.pay.gov/WebHelp/HTML/about.html>

DoD Office for voluntary contribution settlement:  
WHS Financial Management Directorate  
4800 Mark Center Drive  
Alexandria, VA 22350  
Office: 703-545-0048 / 0028  
Email: [whs.mc-alex.fmd.mbx.system-division@mail.mil](mailto:whs.mc-alex.fmd.mbx.system-division@mail.mil)

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

**D. Amendment of Applications. [RESERVED]**

## **E. Withdrawal of Objections.**

1. Within 10 calendar days of the execution of this agreement, the DoD parties shall deliver to the FAA “No Objections with Provisions” for the ASNs corresponding to the wind turbine locations listed in Attachment A. The “Provisions” will incorporate by reference this agreement, referring to it by its title, the date executed, and its signatories.

2. Project Owner may apply to the FAA for four (4) additional ASNs for METs within 12 months of the execution of this agreement. The DoD parties shall deliver to the FAA “No Objections with Provisions” for the ASNs corresponding to the METs, provided that the total number of METs does not exceed four (4), that the proposed height of the METs does not exceed 381 feet AGL, and a statement is incorporated into FAA’s OE/AAA system into the MET ASNs referencing this agreement, referring to it by its title, the date executed and its signatories. The “Provisions” will incorporate by reference this agreement, referring to it by its title, the date executed, and its signatories.

3. All parties agree that, if Project Owner requests to extend the effective period of FAA’s Determination of No Hazard to Air Navigation in accordance with 14 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 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 structures for the Project still does not exceed 107 for wind turbines and four (4) 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, NORAD, or the Abilene, Texas ASR-11 beyond the Project.

## **SECTION 4. CURTAILMENT.**

### **A. Curtailment for Test Purposes. [RESERVED]**

**B. Curtailment for Weather Detection.** During the first calendar year of the term of this Agreement, DoD may request and Project Owner will perform up to 125 Hours of curtailment for weather detection. During subsequent calendar years thereafter and during the term of this Agreement, DoD may request and Project Owner will perform up to 100 Hours of Curtailment for weather detection, plus up to 25 Banked Hours of Curtailment. For any Calendar Year in which DoD requests and Project Owner performs less than 100 Hours of Curtailment for weather detection, up to 25 of such unrequested Hours shall carry over to subsequent calendar years and be considered a portion of the Banked Hours. The maximum curtailment for weather detection requested by DoD shall not exceed 125 Hours for any calendar year during the term of this agreement, including any Banked Hours. Hours curtailed for a national security/defense purpose, as set forth in Section 4.C, do not apply towards the total curtailment hours for weather detection.

On the third anniversary of the substantial completion of the wind turbine equipment replacement activities at the Project, and every three years thereafter, the DoD parties and Project Owner agree to review the maximum Curtailment Hours for weather detection as it relates to the mission requirements and determine if any adjustment can be made.

The DoD parties agree that curtailment 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 weather detection in accordance with the terms and conditions set forth in this Section. The DAF's personnel, operations, and resource protection at Dyess AFB that will be adversely impacted by the spinning of the wind turbines at the Project are generally conducted 24 hours a day, seven days a week.

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 wind turbine generators as set forth in this Section.

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

**D. Curtailment for Establishing Baselines.** [RESERVED]

**E. Wear and Tear.** It is a fundamental premise of this agreement that the limited curtailment expected to be required from this agreement will not cause excess wear and tear on the Project. Project Owner agrees that it is responsible for any damage or wear and tear to the turbines as a result of curtailment (as defined in Section 2.G) pursuant to this agreement.

**F. Disclosure of Curtailment Request.** Project Owner acknowledges that there may be national security considerations associated with any request by the DAF or NORAD for curtailment in accordance with the terms of this agreement and any curtailment resulting therefrom. Subject to Section 10.O, 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 in respect of the planned replacement of certain wind turbine equipment at the Project and the operation of the Project following such repower.

c. The names of any foreign entities and persons being allowed to access the wind turbine structures and associated data systems from and after the effective date of this Agreement.

2. Concurrent with execution of this agreement, Project Owner will provide to DAF a list of those entities or persons identified under paragraph 5.B.1.a. within 45 days after execution of this agreement, Project Owner will provide DAF with a list of entities or persons identified under paragraphs 5.B.1.b and 5.B.1.c with which Project Owner has already executed contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project and who have already been allowed access to the wind turbines or associated data systems. For those entities or 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 or person posing a security concern. For those entities or persons identified under paragraph 5.B.1.c, the DAF agrees to identify to Project Owner, no later than 30 days after the receipt of the name of any foreign entity or person being allowed to access the wind turbines and associated data systems, any entity or person posing a security concern. Project Owner agrees to enter into negotiations with the DoD parties in order to mitigate any such concern. Any such security concern must be resolved prior to allowing access to the site by such persons or representatives of 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 Installation and the Abilene, Texas ASR-11 permanently cease operation. 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](mailto:osd.dod-siting-clearinghouse@mail.mil)

b. Headquarters NORAD Radar Analysis Branch, 250 Vandenberg Street, Ste B016, Peterson AFB, CO, 80914, [n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil](mailto:n-nc.peterson.nj3.mbx.norad-j36r-omb@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](mailto:SAF.IEI.Encroachment@us.af.mil)

3. Project Owner. Post Oak Wind LLC, 1501 McKinney Street, Suite 1300, Houston, TX 77010, Attention: ROCC@edpr.com with copy to legalnotice@edpr.com, Brett.levicky@edp.com, Carly.levario@edp.com, Stephanie.buway@epd.com.

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

## SECTION 9. BREACH AND DISPUTE RESOLUTION.

If a party believes that another party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other parties and provide the breaching party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach. Failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved parties as to whether a breach occurred, the involved parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the DAF and NORAD. Disputes may be elevated, on the part of the DoD parties, to the DAF headquarters and then to the Executive Director of the Siting Clearinghouse. If the breach is not cured or resolved after this initial dispute resolution process, any party may seek to enforce this agreement. Each party specifically reserves any and all rights or causes of action it may have 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. Amendments only providing substitute ASNs within the Project boundary, with no change to height or total numbers of Project wind turbines and 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 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 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**

**CRAMER.PAUL**  
**.DAVID.114690**  
**6539**

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Date: 2023.01.20 18:15:26  
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Paul D. Cramer  
Performing the Duties of the Assistant Secretary  
of Defense for Energy, Installations,  
and Environment

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Date

**FOR THE DEPARTMENT OF THE AIR FORCE**

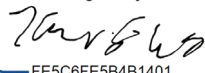
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ROBERT E. MORIARTY, P.E., SES  
Deputy Assistant Secretary of the Air Force  
(Installations)

12/05/2022  
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Date

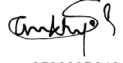
**FOR POST OAK WIND LLC**

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Kristofer Cheney  
Executive Vice President

November 28, 2022  
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Date

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Sandhya Ganapathy  
Chief Executive Officer

November 30, 2022  
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Date

**ATTACHMENT A**  
Federal Aviation Administration Filings

ASN	Structure Type	City	State	Height (AGL)	Latitude	Longitude
2020-WTW-6544-OE	Wind Turbine	Abilene	TX	499'	32.5551	-99.4542
2020-WTW-6545-OE	Wind Turbine	Abilene	TX	499'	32.5548	-99.4570
2020-WTW-6546-OE	Wind Turbine	Abilene	TX	499'	32.5529	-99.4647
2020-WTW-6547-OE	Wind Turbine	Abilene	TX	499'	32.5429	-99.4680
2020-WTW-6548-OE	Wind Turbine	Abilene	TX	499'	32.5440	-99.4706
2020-WTW-6549-OE	Wind Turbine	Abilene	TX	499'	32.5456	-99.4729
2020-WTW-6550-OE	Wind Turbine	Abilene	TX	499'	32.5463	-99.4758
2020-WTW-6551-OE	Wind Turbine	Abilene	TX	499'	32.5474	-99.4785
2020-WTW-6552-OE	Wind Turbine	Abilene	TX	499'	32.5508	-99.4838
2020-WTW-6553-OE	Wind Turbine	Abilene	TX	499'	32.5515	-99.4867
2020-WTW-6554-OE	Wind Turbine	Abilene	TX	499'	32.5522	-99.4896
2020-WTW-6555-OE	Wind Turbine	Abilene	TX	499'	32.5530	-99.4927
2020-WTW-6556-OE	Wind Turbine	Abilene	TX	499'	32.5540	-99.4956
2020-WTW-6557-OE	Wind Turbine	Abilene	TX	499'	32.5565	-99.4979
2020-WTW-6558-OE	Wind Turbine	Abilene	TX	499'	32.5576	-99.5013
2020-WTW-6559-OE	Wind Turbine	Abilene	TX	499'	32.5558	-99.5040
2020-WTW-6560-OE	Wind Turbine	Abilene	TX	499'	32.5557	-99.5068
2020-WTW-6561-OE	Wind Turbine	Abilene	TX	499'	32.5558	-99.5104
2020-WTW-6562-OE	Wind Turbine	Abilene	TX	499'	32.5663	-99.5085
2020-WTW-6563-OE	Wind Turbine	Abilene	TX	499'	32.5666	-99.5110
2020-WTW-6564-OE	Wind Turbine	Abilene	TX	499'	32.5674	-99.5139
2020-WTW-6565-OE	Wind Turbine	Abilene	TX	499'	32.5680	-99.5166
2020-WTW-6566-OE	Wind Turbine	Abilene	TX	499'	32.5707	-99.5204
2020-WTW-6567-OE	Wind Turbine	Abilene	TX	499'	32.5719	-99.5234
2020-WTW-6568-OE	Wind Turbine	Abilene	TX	499'	32.5728	-99.5263
2020-WTW-6569-OE	Wind Turbine	Abilene	TX	499'	32.5739	-99.5292
2020-WTW-6570-OE	Wind Turbine	Abilene	TX	499'	32.5313	-99.4612
2020-WTW-6571-OE	Wind Turbine	Abilene	TX	499'	32.5301	-99.4640
2020-WTW-6572-OE	Wind Turbine	Abilene	TX	499'	32.5301	-99.4670
2020-WTW-6573-OE	Wind Turbine	Abilene	TX	499'	32.5292	-99.4700
2020-WTW-6574-OE	Wind Turbine	Abilene	TX	499'	32.5295	-99.4730
2020-WTW-6575-OE	Wind Turbine	Abilene	TX	499'	32.5283	-99.4775
2020-WTW-6576-OE	Wind Turbine	Abilene	TX	499'	32.5282	-99.4809
2020-WTW-6578-OE	Wind Turbine	Abilene	TX	499'	32.5306	-99.4856
2020-WTW-6579-OE	Wind Turbine	Abilene	TX	499'	32.5321	-99.4877

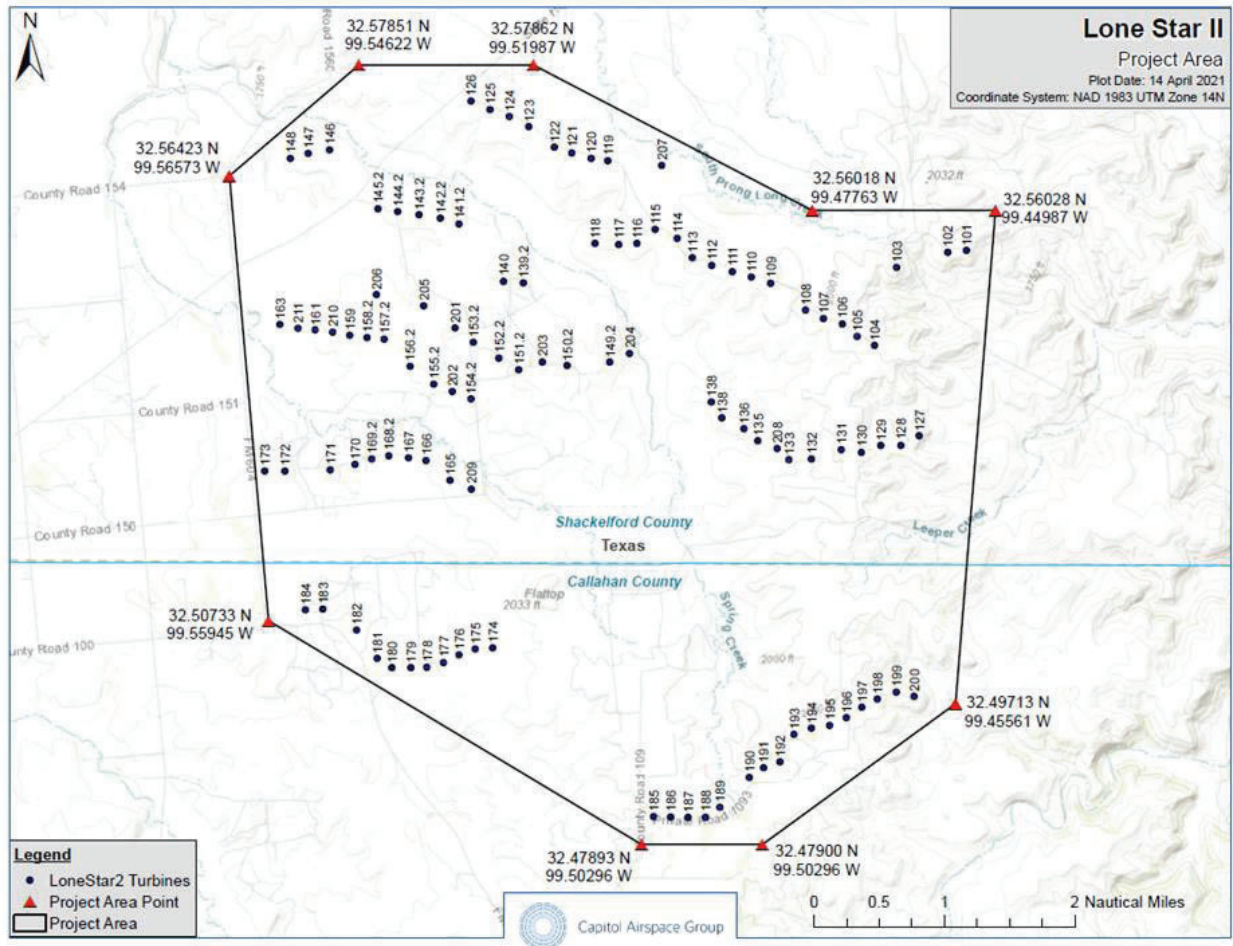
ASN	Structure Type	City	State	Height (AGL)	Latitude	Longitude
2020-WTW-6580-OE	Wind Turbine	Abilene	TX	499'	32.5335	-99.4911
2020-WTW-6581-OE	Wind Turbine	Abilene	TX	499'	32.5355	-99.4927
2020-WTW-6583-OE	Wind Turbine	Abilene	TX	499'	32.5509	-99.5241
2020-WTW-6589-OE	Wind Turbine	Abilene	TX	499'	32.5676	-99.5506
2020-WTW-6590-OE	Wind Turbine	Abilene	TX	499'	32.5671	-99.5538
2020-WTW-6591-OE	Wind Turbine	Abilene	TX	499'	32.5665	-99.5565
2020-WTW-6602-OE	Wind Turbine	Abilene	TX	499'	32.5438	-99.5474
2020-WTW-6604-OE	Wind Turbine	Abilene	TX	499'	32.5445	-99.5526
2020-WTW-6606-OE	Wind Turbine	Abilene	TX	499'	32.5452	-99.5579
2020-WTW-6608-OE	Wind Turbine	Abilene	TX	499'	32.5254	-99.5321
2020-WTW-6609-OE	Wind Turbine	Abilene	TX	499'	32.5279	-99.5358
2020-WTW-6610-OE	Wind Turbine	Abilene	TX	499'	32.5282	-99.5384
2020-WTW-6613-OE	Wind Turbine	Abilene	TX	499'	32.5273	-99.5465
2020-WTW-6614-OE	Wind Turbine	Abilene	TX	499'	32.5266	-99.5502
2020-WTW-6615-OE	Wind Turbine	Abilene	TX	499'	32.5265	-99.5571
2020-WTW-6616-OE	Wind Turbine	Abilene	TX	499'	32.5264	-99.5601
2020-WTW-6617-OE	Wind Turbine	Abilene	TX	499'	32.5040	-99.5255
2020-WTW-6618-OE	Wind Turbine	Abilene	TX	499'	32.5038	-99.5281
2020-WTW-6619-OE	Wind Turbine	Abilene	TX	499'	32.5030	-99.5306
2020-WTW-6620-OE	Wind Turbine	Abilene	TX	499'	32.5020	-99.5330
2020-WTW-6621-OE	Wind Turbine	Abilene	TX	499'	32.5014	-99.5355
2020-WTW-6622-OE	Wind Turbine	Abilene	TX	499'	32.5013	-99.5379
2020-WTW-6623-OE	Wind Turbine	Abilene	TX	499'	32.5013	-99.5407
2020-WTW-6624-OE	Wind Turbine	Abilene	TX	499'	32.5025	-99.5430
2020-WTW-6625-OE	Wind Turbine	Abilene	TX	499'	32.5062	-99.5461
2020-WTW-6626-OE	Wind Turbine	Abilene	TX	499'	32.5088	-99.5512
2020-WTW-6627-OE	Wind Turbine	Abilene	TX	499'	32.5087	-99.5538
2020-WTW-6628-OE	Wind Turbine	Abilene	TX	499'	32.4825	-99.5011
2020-WTW-6629-OE	Wind Turbine	Abilene	TX	499'	32.4824	-99.4985
2020-WTW-6630-OE	Wind Turbine	Abilene	TX	499'	32.4824	-99.4959
2020-WTW-6631-OE	Wind Turbine	Abilene	TX	499'	32.4824	-99.4933
2020-WTW-6632-OE	Wind Turbine	Abilene	TX	499'	32.4837	-99.4911
2020-WTW-6633-OE	Wind Turbine	Abilene	TX	499'	32.4875	-99.4867
2020-WTW-6634-OE	Wind Turbine	Abilene	TX	499'	32.4888	-99.4845
2020-WTW-6635-OE	Wind Turbine	Abilene	TX	499'	32.4895	-99.4821
2020-WTW-6636-OE	Wind Turbine	Abilene	TX	499'	32.4930	-99.4799
2020-WTW-6637-OE	Wind Turbine	Abilene	TX	499'	32.4938	-99.4773
2020-WTW-6638-OE	Wind Turbine	Abilene	TX	499'	32.4942	-99.4746

ASN	Structure Type	City	State	Height (AGL)	Latitude	Longitude
2020-WTW-6639-OE	Wind Turbine	Abilene	TX	499'	32.4952	-99.4720
2020-WTW-6640-OE	Wind Turbine	Abilene	TX	499'	32.4966	-99.4697
2020-WTW-6641-OE	Wind Turbine	Abilene	TX	499'	32.4976	-99.4674
2020-WTW-6642-OE	Wind Turbine	Abilene	TX	499'	32.4985	-99.4645
2020-WTW-6643-OE	Wind Turbine	Abilene	TX	499'	32.4980	-99.4618
2021-WTW-1501-OE	Wind Turbine	Abilene	TX	499'	32.5507	-99.5212
2021-WTW-1502-OE	Wind Turbine	Abilene	TX	499'	32.5582	-99.5309
2021-WTW-1503-OE	Wind Turbine	Abilene	TX	499'	32.5589	-99.5338
2021-WTW-1504-OE	Wind Turbine	Abilene	TX	499'	32.5593	-99.5370
2021-WTW-1505-OE	Wind Turbine	Abilene	TX	499'	32.5597	-99.5402
2021-WTW-1506-OE	Wind Turbine	Abilene	TX	499'	32.5601	-99.5432
2021-WTW-1507-OE	Wind Turbine	Abilene	TX	499'	32.5406	-99.5080
2021-WTW-1508-OE	Wind Turbine	Abilene	TX	499'	32.5401	-99.5145
2021-WTW-1509-OE	Wind Turbine	Abilene	TX	499'	32.5396	-99.5218
2021-WTW-1510-OE	Wind Turbine	Abilene	TX	499'	32.5410	-99.5248
2021-WTW-1511-OE	Wind Turbine	Abilene	TX	499'	32.5430	-99.5287
2021-WTW-1512-OE	Wind Turbine	Abilene	TX	499'	32.5358	-99.5290
2021-WTW-1513-OE	Wind Turbine	Abilene	TX	499'	32.5376	-99.5346
2021-WTW-1514-OE	Wind Turbine	Abilene	TX	499'	32.5399	-99.5382
2021-WTW-1515-OE	Wind Turbine	Abilene	TX	499'	32.5434	-99.5421
2021-WTW-1516-OE	Wind Turbine	Abilene	TX	499'	32.5436	-99.5448
2021-WTW-1517-OE	Wind Turbine	Abilene	TX	499'	32.5285	-99.5414
2021-WTW-1518-OE	Wind Turbine	Abilene	TX	499'	32.5280	-99.5440
2021-WTW-725-OE	Wind Turbine	Abilene	TX	599'	32.5449	-99.5314
2021-WTW-726-OE	Wind Turbine	Abilene	TX	599'	32.5367	-99.5318
2021-WTW-727-OE	Wind Turbine	Abilene	TX	599'	32.5406	-99.5182
2021-WTW-728-OE	Wind Turbine	Abilene	TX	599'	32.5417	-99.5051
2021-WTW-729-OE	Wind Turbine	Abilene	TX	599'	32.5477	-99.5362
2021-WTW-730-OE	Wind Turbine	Abilene	TX	599'	32.5491	-99.5434
2021-WTW-731-OE	Wind Turbine	Abilene	TX	599'	32.5658	-99.5003
2021-WTW-732-OE	Wind Turbine	Abilene	TX	599'	32.5296	-99.4827
2021-WTW-733-OE	Wind Turbine	Abilene	TX	599'	32.5242	-99.5288
2021-WTW-734-OE	Wind Turbine	Abilene	TX	499'	32.5442	-99.5500
2021-WTW-735-OE	Wind Turbine	Abilene	TX	499'	32.5447	-99.5552
<i>To be filed</i>	MET	Abilene	TX	381'	<i>TBD</i>	<i>TBD</i>
<i>To be filed</i>	MET	Abilene	TX	381'	<i>TBD</i>	<i>TBD</i>
<i>To be filed</i>	MET	Abilene	TX	381'	<i>TBD</i>	<i>TBD</i>
<i>To be filed</i>	MET	Abilene	TX	381'	<i>TBD</i>	<i>TBD</i>



## ATTACHMENT B

### Lone Star II (Post Oak) Wind Repower Project Map and Project Area Coordinates



**Project Area Coordinates**

Latitude	Longitude
32.5786	-99.5199
32.5785	-99.5462
32.5642	-99.5657
32.5073	-99.5595
32.4789	-99.5030
32.4790	-99.4847
32.4971	-99.4556
32.5603	-99.4499
32.5602	-99.4776

**ATTACHMENT C**  
Curtailement Communications Protocol

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

A. DoD.

1. Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400, [osd.dod-siting-clearinghouse@mail.mil](mailto:osd.dod-siting-clearinghouse@mail.mil)

2. 7th Operations Support Squadron Weather Flight (7OSS/OSW), [7OSSA3W@us.af.mil](mailto:7OSSA3W@us.af.mil)

a. 7 OSS/OSW Flight Commander: (325) 696-2504

b. 7 OSS/OSR Flight Chief: (325) 696-4364

3. Headquarters NORAD Radar Analysis Branch, 250 Vandenberg Street, Ste B016, Peterson AFB, CO, 80914, [n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil](mailto:n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil)

B. 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](mailto:SAF.IEI.Encroachment@us.af.mil)

C. Project Owner. Post Oak Wind LLC, 1501 McKinney St Ste 1300, Houston, TX 77010; if by USPS, P.O. Box 3827, Houston, TX 77253, Attention: Remote Operations Control Center, [ROCC@edpr.com](mailto:ROCC@edpr.com)

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

**Section 3. Communications Protocol for Curtailment for Weather Detection.**

A. The following Project Owner phone numbers and emails will be added by 7OSS/OSW to Desk to the Joint Environmental Toolkit, Integrated Watches and Warnings Control System distribution list:

1. Project Owner: 1501 McKinney St Ste 1300, Houston, TX 77010; if by USPS, P.O. Box 3827, Houston, TX 77253, Attention: Remote Operations Control Center, [ROCC@edpr.com](mailto:ROCC@edpr.com).

B. 7OSS/OSW will notify Project Owner by telephone with a curtailment request for the following warnings and watches:

1. Severe Weather Warnings. A thunderstorm that produces a tornado, winds of at least 51 mph (45 knots or ~93 km/h), or hail at least one quarter inch (1/4") in diameter.
2. Severe Weather Watches. 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 one quarter inch (1/4") in diameter.
3. Weather conditions consistent with icing, tornadic events, or microburst conditions occurring within 60 nm of WSR-88D, KDYX Radar (collectively, a, b, and c "Severe Weather").

C. Once the Project has ceased operation, Project Owner will send a curtailment confirmation email to the following 7OSS/OSW distribution list:

1. 7OSSA3W@us.af.mil

D. The Project will be ramped down remotely in a controlled fashion and the wind turbines will be placed in a "paused" or "feathered" state for the duration of the curtailment.

E. If the weather event prompting the curtailment request notification is over or such curtailment for weather detection is otherwise no longer necessary, 7OSS/OSW must provide Project Owner immediate notification by calling the following telephone number for the Project Operation Center:

1. Project Owner's parent (EDP Renewables North America LLC) Remote Operations Control Center: (713) 356-2573 (landline) or (713) 828-1550 (mobile)

F. If, after a reasonable amount of time, the Project Owner believes it should have been notified that curtailment for weather detection is no longer necessary but has not been notified as to this by 7OSS/OSW, Project Owner may contact 7OSS/OSW to confirm the status of curtailment. The 7OSS/OSW shall provide the Project Owner with a phone number and email in order to facilitate this communication and shall update the same promptly to reflect any changes that may occur from time to time. The current contact information for the 7OSS/OSW is as follows:

1. 7OSSA3W@us.af.mil; 7 OSS/OSW Flight Commander: (325) 696-2504; OSS/OSR Flight Chief: (325) 696-4364

G. Project Owner will resume operation of the Project following the earlier of (a) receipt of notice by phone from 7OSS/OSW that whatever conditions described in paragraph 3.B above which prompted the curtailment instructions have abated or (b) the expiration, per the instructions of 7OSS/OSW, of any static curtailment period.

H. Promptly following the commencement of operations on any Project wind turbines previously curtailed pursuant to paragraph 3.B above, Project Owner will send email notice of the resumed operations to the 7OSS/OSW distribution list, above, in paragraph 3.D.

**Section 4. Communications Protocol for a National Security or Defense Purpose.**

Under circumstances described in Section 4.C of the main agreement, the applicable NORAD Air Defense Sector (ADS) will call the Project Owner's parent (EDP Renewables North America LLC) Remote Operations Control Center at (713) 356-2573 (landline) or (713) 828-1550 (mobile) and request immediate curtailment with blades fully feathered and brakes applied (0 RPM). Advance notification is unlikely due to the unpredictable and dynamic nature of NORAD air defense events. The applicable NORAD ADS will call the Project operations center as soon as possible after the air defense event is terminated and curtailment is no longer required. If the Project operations center has not been notified by ADS after one hour of fully feathered with brakes applied (0 RPM) curtailment, the operations center is authorized to transition to fully feathered (less than 1 RPM) curtailment until contacted by ADS to confirm curtailment is no longer required.