

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE,
AND
MAVERICK WIND PROJECT, LLC,
ADDRESSING THE MAVERICK WIND PROJECT
NEAR ENID, OKLAHOMA**

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 Maverick 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, and part 211 of title 32, Code of Federal Regulations (CFR).

Attachments A, *Federal Aviation Administration Filings for Maverick Wind Project*; B, *Maverick Wind Project 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 Maverick Wind Project (Project) to proceed with development.

B. De-confliction. As the Project was originally filed, its spinning turbine blades would conflict with the MILDEP’s and the North American Aerospace Defense Command’s (NORAD) operation of the Vance AFB (Installation) air surveillance radar system and NEXRAD weather radar system. Potential impacts identified with the construction of the Project include unwanted primary returns (clutter), primary-only track seduction, loss of radar reinforcement for beacon targets and loss of primary-only targets, false weather radar returns, and cumulative effect on the radar. 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. [RESERVED]

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. [RESERVED]

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

F. CFR. Code of Federal Regulations.

G. Curtailment. The cessation of wind turbine operations when the wind turbine blades are not spinning and are either locked (0 RPM) or fully feathered (less than 1 RPM), depending on the reason for curtailment.

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. [RESERVED]

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 or NORAD in support of emergency circumstances. An emergency circumstance does not include routine changes to the mission of the Installation or NORAD.

O. Project. The Maverick Wind Project, which will consist of no more than 125 wind turbines and three (3) meteorological (MET) towers. Of the 125 wind turbines and three (3)

MET towers, 112 wind turbines and all three (3) MET towers are identified in Attachment A by ASN but may be changed later by substitute ASNs submitted in accordance with section 3.E.3. Project Owner may submit up to thirteen (13) additional wind turbines within 90 days of the execution of this agreement in accordance with section 3.E.2.

P. Project Owner. Maverick Wind Project, LLC, One South Wacker, Suite 1800, Chicago IL 60606, 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. 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 military operations and readiness. Project Owner agrees to limit the total number of wind turbines to 125 and MET towers to three (3) with maximum heights of 499 feet above ground level (AGL) for each structure. Project Owner agrees to restrict the construction of the Project to the specific geographic coordinates listed in Attachment A. The specific geographic coordinates outlining the designated Project boundary are provided in Attachment B. Project Owner agrees to install Night Vision Goggle (NVG) compatible lighting on all turbines associated with the Project that are required to have lighting pursuant to FAA requirements. 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 Radar Adverse impact Management (RAM) scheduling) and again when the Project is complete and operational so that the RAM can actually be accomplished.

B. Impact Analysis during Test Energy Phase. Following the installation of each wind turbine, Project Owner shall conduct testing of the wind turbine and associated equipment and its ability to generate power and deliver power to the transmission system. This testing and commissioning process shall occur for each wind turbine (individually a “test energy procedure” and, collectively, the “test energy phase”). Prior to the start of the test energy phase, the MILDEP and Project Owner shall meet to discuss the test energy procedure and test energy phase and confirm contact details for Attachment C. During the test energy phase, the MILDEP and Project Owner shall remain in close communication, particularly regarding Project Owner’s scheduling of each test energy procedure and the MILDEP’s scheduling of missions that would be affected by wind turbines. The MILDEP agrees to conduct analysis on a not-to-interfere-with-mission-requirements basis regarding any effect on its operations caused by the test energy procedure of each wind turbine, so long as MILDEP has funding available for such an analysis,

and agrees to share with Project Owner any results, including technical parameters, that indicate curtailment may not be necessary under certain conditions or for certain periods of time.

C. Voluntary Contribution. Subject to the terms and conditions of this agreement, Project Owner shall pay to DoD, within 10 days of the operational date of 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. 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. Remember these important things when filling out the form:
 - a. The collection number for this transaction will be 2020InvenergyMaverick.
 - b. Description: \$80,000.00
 - c. For further assistance, visit Pay.gov Web Help section:
<https://www.pay.gov/WebHelp/HTML/about.html>

DoD Primary POC for voluntary contribution settlement:
Krishna Nekkalapudi
WHS Financial Management Directorate
4800 Mark Center Drive
Alexandria, VA 22350
Office: (703) 545-0048
Email: krishnachaitanya.nekkalapudi.civ@mail.mil

DoD Alternate POC for voluntary contribution settlement:
Antonio King
WHS Financial Management Directorate
4800 Mark Center Drive
Alexandria, VA 22350
Office: (703) 545-0028
Email: antonio.d.king10.civ@mail.mil

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 the contribution has been transmitted.

D. 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.

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 and MET tower 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 up to 13 additional ASNs for wind turbines within 90 days of the execution of this agreement. The DoD parties shall deliver to the FAA “No Objections with Provisions” for the ASNs corresponding to those additional wind turbines within 10 days of receipt of ASNs from the FAA, provided that the total number of wind turbines for the project does not exceed 125, that the proposed height of each additional wind turbine does not exceed 499 feet AGL, that the additional wind turbines are located within the designated Project boundary as depicted in Attachment B, and that this agreement is incorporated into the additional wind turbine ASN filings. The “Provisions” will incorporate by reference this agreement, referring to it by its title, the date executed, and its signatories.

3. Project Owner may apply to the FAA to substitute up to 12 ASNs for wind turbines within the Project area 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 those wind turbines, provided that the total number of wind turbines for the

project does not exceed 125, that the proposed height of each substitute wind turbine does not exceed 499 feet AGL, that the substitute wind turbines are located within the designated Project boundary as depicted in Attachment B, and that this agreement is incorporated into the substitute ASN filings. The “Provisions” will incorporate by reference this agreement, referring to it by its title, the date executed, and its signatories.

4. 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 sections 3.E.2, 3.E.3, or 10.A), do not exceed the maximum height specified in section 3.A, and are located within the siting parameters of the Project areas 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 125 wind turbines and three (3) MET towers; and that this agreement is incorporated into the ASN filings affected by the extension.

5. 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 NORAD or the Installation beyond the Project.

SECTION 4. CURTAILMENT.

A. Curtailment for Test Purposes. [RESERVED]

B. Curtailment for Weather Detection. In the event of severe weather occurring within 60 nautical miles of the Installation’s Digital Air Surveillance Radar and the Kegelman AAF NEXRAD weather radar and defined in Attachment C, section 3.B, Project Owner agrees to curtail operations for the time requested by the Vance Air Force Base Weather Flight. The Installation will only ask for curtailment if it becomes necessary to detect severe weather that presents a threat to Installation resources (including personnel, buildings, and equipment) or interferes with Installation flight operations. The curtailment requirement for weather detection will not exceed a maximum of 138 hours annually while this agreement is in effect. In the event Vance Air Force Base Weather Flight requests curtailment, Vance Air Force Base Weather Flight agrees that it will terminate the curtailment request as soon as practicable.

C. Curtailment for a National Security or Defense Purpose. In addition to curtailment provided elsewhere in this agreement, 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 either DoD party or 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 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.

G. Electric Grid Reliability. The Project may be required to operate its turbines if directed by the Southwest Power Pool (SPP), as required by the North American Reliability Council rules or otherwise for purposes of ensuring the reliability and safety of the electric grid (Must-run Obligation). 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 (as required by section 4.C of this agreement) has precedence over grid protocols.

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 shall provide advance written notice to the MILDEP of the following:
 - a. The names of business entities or persons having a direct ownership interest in the Project.
 - b. The names of the material vendors and business entities with which Project Owner will potentially execute contracts to perform construction, supply turbines, conduct operations activities at the location of the Project.
 - c. The names of any foreign entities and foreign persons working for such entities allowed to access the wind turbine structures and associated data systems.
2. For those entities or persons identified under paragraphs 5.B.1.a and 5.B.1.b, the MILDEP agrees to identify to Project Owner, no later than 30 days after the effective date of this agreement, any entity or person posing a security concern. For those entities or persons identified under paragraph 5.B.1.c, the MILDEP agrees to identify to Project Owner, no later than 30 days after the receipt of the name of any foreign entity and foreign persons working for such entity being 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 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 15 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 15 days if an unexpected situation arises for which employing services or vendors immediately is prudent for the operation of the Project.

SECTION 6. ASSIGNMENT.

A. Right to Assign. This agreement shall be binding upon Project Owner and its successors and assigns. If Project Owner and its successors or assigns (assignors) elect to sell, convey, mortgage, assign, or otherwise transfer all or any part of its interests and obligations in the assets comprising the Project (assignment) to any third party (assignee), assignor shall cause such assignee to expressly acknowledge the existence of this agreement. The assignor shall provide a copy of this agreement to the assignee. The assignee shall provide new point of contact information (as in section 8) to the DoD parties.

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

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

SECTION 7. EFFECTIVE DATE AND EXPIRATION.

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

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

1. Construction of the Project has not commenced within the time prescribed under 14 CFR sections 77.33 and 77.35.
2. The Project is decommissioned.
3. The Installation ceases operations.
4. The DoD ceases requirements for an aircraft detecting radar or weather detecting radar system emitting within radar line of sight of the Project.
5. Termination of the agreement by written mutual agreement of the parties.

C. Actions Prior to Expiration. Any activities engaged in by the parties (including the expenditure of part or all of any voluntary contribution) that occurred prior to expiration of this agreement shall remain valid and continue in effect, notwithstanding the expiration of the agreement.

SECTION 8. POINTS OF CONTACT AND NOTIFICATION.

A. Points of Contact (POCs). The following persons shall be the primary POCs for the parties for purposes of this agreement. Any notice, request, or other communication to be provided pursuant to this agreement shall be delivered to the POCs. Any party may change its

POC by providing written notification of the change to the other parties at least 30 days in advance of the change taking effect.

1. DoD.

a. Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400

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

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. General Counsel, Maverick Wind Project, LLC, One South Wacker, Suite 1800, Chicago, IL 60606

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.

A. Dispute Resolution. If a party believes that another party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other parties and provide the breaching party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach. Failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved parties as to whether a breach occurred, the involved parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the MILDEP at 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 either at law or in equity to require compliance with any provision of this agreement. Each party reserves the right to enforce or refrain from enforcing against another party the terms of this agreement as it sees fit and failure to enforce does not act to excuse future breaches.

B. Non-Waiver. Notwithstanding any other provision of this agreement, neither party waives any claims it may have for legal or equitable remedies pursuant to applicable 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.

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 Oklahoma, 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 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.

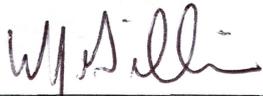
O. Grid Operator Protocols. [RESERVED]

[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)

14 SEPTEMBER 2020
Date

FOR THE DEPARTMENT OF THE AIR FORCE

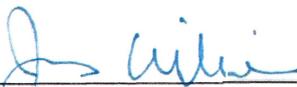
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Date

CAROL ANN Y. BEDA
Associate Deputy for Installations Office of
Deputy Assistant Secretary of the Air Force (Installations)

FOR MAVERICK WIND PROJECT, LLC



Vice President

August 11, 2020
Date



ATTACHMENT A

Federal Aviation Administration Filings for Maverick Wind Project

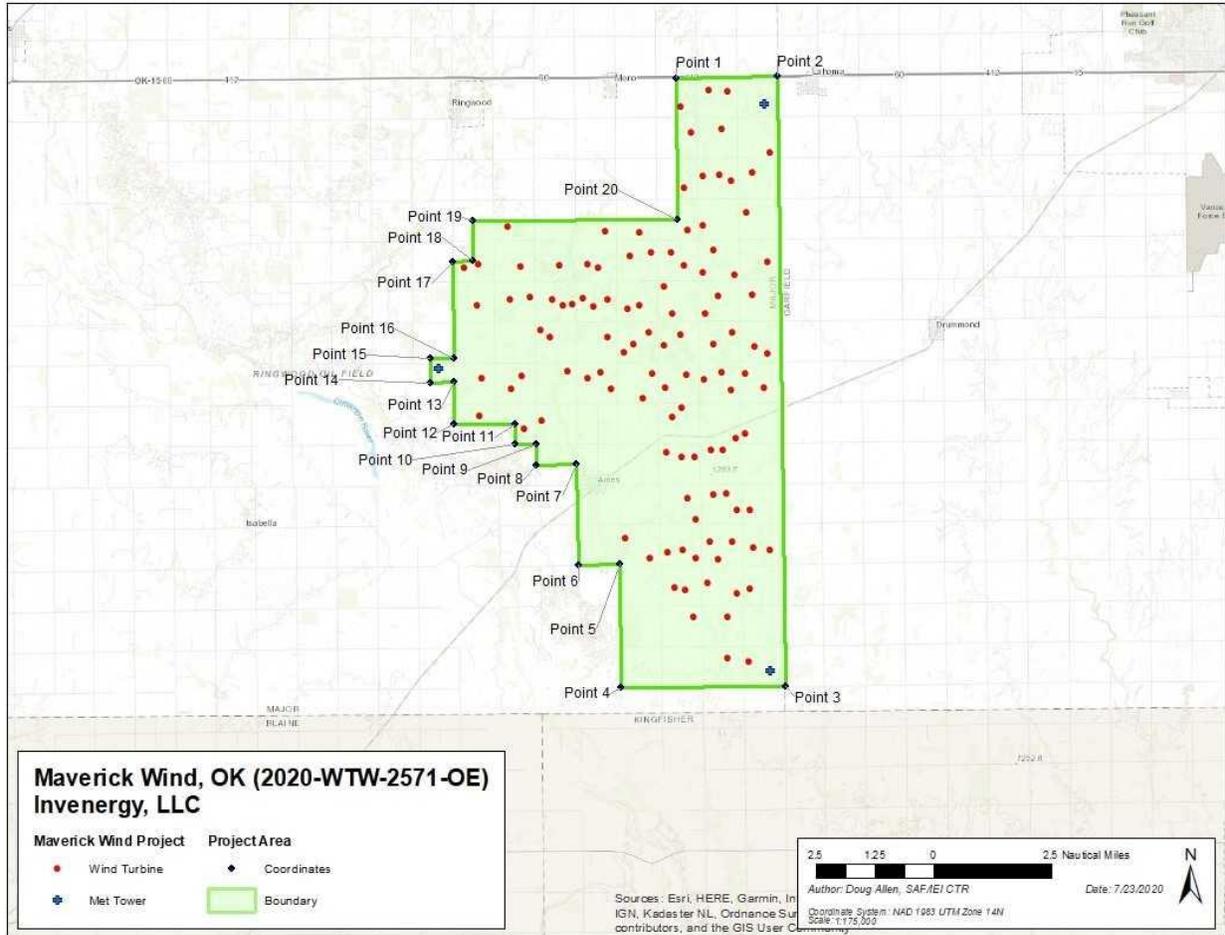
ASN	Structure ID	City	State	Structure Type	AGL	Latitude	Longitude
2020-WTW-2571-OE	1	Enid	OK	Wind Turbine	499'	36.38037424 N	98.14726169 W
2020-WTW-2572-OE	2	Enid	OK	Wind Turbine	499'	36.38586014 N	98.13491082 W
2020-WTW-2573-OE	3	Enid	OK	Wind Turbine	499'	36.38561325 N	98.12635691 W
2020-WTW-2574-OE	4	Enid	OK	Wind Turbine	499'	36.37106133 N	98.14274647 W
2020-WTW-2575-OE	5	Enid	OK	Wind Turbine	499'	36.3720168 N	98.12937198 W
2020-WTW-2576-OE	6	Enid	OK	Wind Turbine	499'	36.35137493 N	98.14591228 W
2020-WTW-2577-OE	7	Enid	OK	Wind Turbine	499'	36.35544884 N	98.1379889 W
2020-WTW-2579-OE	9	Enid	OK	Wind Turbine	499'	36.35376357 N	98.12556049 W
2020-WTW-2580-OE	10	Enid	OK	Wind Turbine	499'	36.35649835 N	98.11616792 W
2020-WTW-2581-OE	11	Enid	OK	Wind Turbine	499'	36.36361683 N	98.10819516 W
2020-WTW-2582-OE	12	Enid	OK	Wind Turbine	499'	36.3380816 N	98.22396014 W
2020-WTW-2583-OE	13	Enid	OK	Wind Turbine	499'	36.33609092 N	98.18093196 W
2020-WTW-2584-OE	14	Enid	OK	Wind Turbine	499'	36.33574726 N	98.1658193 W
2020-WTW-2585-OE	15	Enid	OK	Wind Turbine	499'	36.33614305 N	98.14450234 W
2020-WTW-2586-OE	16	Enid	OK	Wind Turbine	499'	36.3377636 N	98.13804147 W
2020-WTW-2587-OE	17	Enid	OK	Wind Turbine	499'	36.3423852 N	98.11871072 W
2020-WTW-2588-OE	18	Enid	OK	Wind Turbine	499'	36.323786 N	98.24272661 W
2020-WTW-2589-OE	19	Enid	OK	Wind Turbine	499'	36.32494335 N	98.23664481 W
2020-WTW-2590-OE	20	Enid	OK	Wind Turbine	499'	36.32405349 N	98.21829142 W
2020-WTW-2591-OE	21	Enid	OK	Wind Turbine	499'	36.32423887 N	98.20090424 W
2020-WTW-2593-OE	23	Enid	OK	Wind Turbine	499'	36.3231012 N	98.18409785 W
2020-WTW-2594-OE	24	Enid	OK	Wind Turbine	499'	36.32744777 N	98.17016675 W
2020-WTW-2595-OE	25	Enid	OK	Wind Turbine	499'	36.32845046 N	98.16101441 W
2020-WTW-2596-OE	26	Enid	OK	Wind Turbine	499'	36.32830207 N	98.15192039 W
2020-WTW-2597-OE	27	Enid	OK	Wind Turbine	499'	36.32377049 N	98.14656342 W
2020-WTW-2598-OE	28	Enid	OK	Wind Turbine	499'	36.32100569 N	98.13807697 W
2020-WTW-2599-OE	29	Enid	OK	Wind Turbine	499'	36.32926323 N	98.13357449 W
2020-WTW-2600-OE	30	Enid	OK	Wind Turbine	499'	36.32015083 N	98.12445838 W
2020-WTW-2601-OE	31	Enid	OK	Wind Turbine	499'	36.32468774 N	98.1097884 W
2020-WTW-2602-OE	32	Enid	OK	Wind Turbine	499'	36.31018186 N	98.23755858 W
2020-WTW-2603-OE	33	Enid	OK	Wind Turbine	499'	36.31216019 N	98.22303459 W
2020-WTW-2604-OE	34	Enid	OK	Wind Turbine	499'	36.31298808 N	98.21428391 W
2020-WTW-2606-OE	36	Enid	OK	Wind Turbine	499'	36.30122151 N	98.20954888 W
2020-WTW-2608-OE	38	Enid	OK	Wind Turbine	499'	36.30989815 N	98.19973082 W
2020-WTW-2609-OE	39	Enid	OK	Wind Turbine	499'	36.3103901 N	98.19534992 W
2020-WTW-2610-OE	40	Enid	OK	Wind Turbine	499'	36.31232773 N	98.19078658 W
2020-WTW-2611-OE	41	Enid	OK	Wind Turbine	499'	36.30959966 N	98.18651678 W
2020-WTW-2612-OE	42	Enid	OK	Wind Turbine	499'	36.31199461 N	98.18031073 W
2020-WTW-2613-OE	43	Enid	OK	Wind Turbine	499'	36.30839861 N	98.17143166 W

2020-WTW-2614-OE	44	Enid	OK	Wind Turbine	499'	36.3096189 N	98.16617026 W
2020-WTW-2615-OE	45	Enid	OK	Wind Turbine	499'	36.31652217 N	98.15522596 W
2020-WTW-2616-OE	46	Enid	OK	Wind Turbine	499'	36.30680185 N	98.15188147 W
2020-WTW-2617-OE	47	Enid	OK	Wind Turbine	499'	36.30656916 N	98.13715228 W
2020-WTW-2618-OE	48	Enid	OK	Wind Turbine	499'	36.31288465 N	98.13175081 W
2020-WTW-2620-OE	50	Enid	OK	Wind Turbine	499'	36.29858427 N	98.18037014 W
2020-WTW-2621-OE	51	Enid	OK	Wind Turbine	499'	36.2928915 N	98.17321827 W
2020-WTW-2622-OE	52	Enid	OK	Wind Turbine	499'	36.29581027 N	98.16896654 W
2020-WTW-2623-OE	53	Enid	OK	Wind Turbine	499'	36.29993886 N	98.1619855 W
2020-WTW-2624-OE	54	Enid	OK	Wind Turbine	499'	36.29537936 N	98.15559878 W
2020-WTW-2625-OE	55	Enid	OK	Wind Turbine	499'	36.29902629 N	98.14801082 W
2020-WTW-2626-OE	56	Enid	OK	Wind Turbine	499'	36.29582576 N	98.13386654 W
2020-WTW-2627-OE	57	Enid	OK	Wind Turbine	499'	36.29980878 N	98.12549063 W
2020-WTW-2628-OE	58	Enid	OK	Wind Turbine	499'	36.29482977 N	98.11594748 W
2020-WTW-2629-OE	59	Enid	OK	Wind Turbine	499'	36.29224328 N	98.10988412 W
2020-WTW-2630-OE	60	Enid	OK	Wind Turbine	499'	36.28441188 N	98.23547422 W
2020-WTW-2631-OE	61	Enid	OK	Wind Turbine	499'	36.28516647 N	98.21796919 W
2020-WTW-2632-OE	62	Enid	OK	Wind Turbine	499'	36.2864768 N	98.19788899 W
2020-WTW-2633-OE	63	Enid	OK	Wind Turbine	499'	36.28401917 N	98.18927049 W
2020-WTW-2634-OE	64	Enid	OK	Wind Turbine	499'	36.28590887 N	98.18323741 W
2020-WTW-2635-OE	65	Enid	OK	Wind Turbine	499'	36.2799925 N	98.17910726 W
2020-WTW-2636-OE	66	Enid	OK	Wind Turbine	499'	36.27674041 N	98.16504063 W
2020-WTW-2637-OE	67	Enid	OK	Wind Turbine	499'	36.28535479 N	98.16082105 W
2020-WTW-2638-OE	68	Enid	OK	Wind Turbine	499'	36.28042004 N	98.15516722 W
2020-WTW-2639-OE	69	Enid	OK	Wind Turbine	499'	36.28493083 N	98.14579356 W
2020-WTW-2640-OE	70	Enid	OK	Wind Turbine	499'	36.28322762 N	98.13798214 W
2020-WTW-2641-OE	71	Enid	OK	Wind Turbine	499'	36.28552589 N	98.13026982 W
2020-WTW-2642-OE	72	Enid	OK	Wind Turbine	499'	36.27929939 N	98.12641748 W
2020-WTW-2643-OE	73	Enid	OK	Wind Turbine	499'	36.28521965 N	98.12014894 W
2020-WTW-2644-OE	74	Enid	OK	Wind Turbine	499'	36.27986183 N	98.11172492 W
2020-WTW-2645-OE	75	Enid	OK	Wind Turbine	499'	36.27078659 N	98.23682863 W
2020-WTW-2646-OE	76	Enid	OK	Wind Turbine	499'	36.26615358 N	98.2173373 W
2020-WTW-2647-OE	77	Enid	OK	Wind Turbine	499'	36.2689395 N	98.20970033 W
2020-WTW-2648-OE	78	Enid	OK	Wind Turbine	499'	36.26991903 N	98.15209917 W
2020-WTW-2649-OE	79	Enid	OK	Wind Turbine	499'	36.27313588 N	98.14800306 W
2020-WTW-2650-OE	80	Enid	OK	Wind Turbine	499'	36.25733977 N	98.15491683 W
2020-WTW-2651-OE	81	Enid	OK	Wind Turbine	499'	36.25583553 N	98.14817129 W
2020-WTW-2652-OE	82	Enid	OK	Wind Turbine	499'	36.25563383 N	98.14243865 W
2020-WTW-2653-OE	83	Enid	OK	Wind Turbine	499'	36.25818866 N	98.13502783 W
2020-WTW-2654-OE	84	Enid	OK	Wind Turbine	499'	36.2581262 N	98.12992446 W
2020-WTW-2655-OE	85	Enid	OK	Wind Turbine	499'	36.26212741 N	98.12451669 W
2020-WTW-2656-OE	86	Enid	OK	Wind Turbine	499'	36.26399578 N	98.1200221 W
2020-WTW-2657-OE	87	Enid	OK	Wind Turbine	499'	36.24083039 N	98.14560456 W

2020-WTW-2658-OE	88	Enid	OK	Wind Turbine	499'	36.23362356 N	98.14205527 W
2020-WTW-2659-OE	89	Enid	OK	Wind Turbine	499'	36.24210808 N	98.1346569 W
2020-WTW-2660-OE	90	Enid	OK	Wind Turbine	499'	36.24277208 N	98.12896584 W
2020-WTW-2661-OE	91	Enid	OK	Wind Turbine	499'	36.23689277 N	98.12407193 W
2020-WTW-2662-OE	92	Enid	OK	Wind Turbine	499'	36.23674844 N	98.11834272 W
2020-WTW-2663-OE	93	Enid	OK	Wind Turbine	499'	36.22712945 N	98.17331764 W
2020-WTW-2664-OE	94	Enid	OK	Wind Turbine	499'	36.22002035 N	98.16241759 W
2020-WTW-2665-OE	95	Enid	OK	Wind Turbine	499'	36.22205839 N	98.15494763 W
2020-WTW-2666-OE	96	Enid	OK	Wind Turbine	499'	36.22264422 N	98.14796397 W
2020-WTW-2667-OE	97	Enid	OK	Wind Turbine	499'	36.21985601 N	98.14223484 W
2020-WTW-2668-OE	98	Enid	OK	Wind Turbine	499'	36.22534154 N	98.13620962 W
2020-WTW-2669-OE	99	Enid	OK	Wind Turbine	499'	36.21902885 N	98.13239938 W
2020-WTW-2670-OE	100	Enid	OK	Wind Turbine	499'	36.22527491 N	98.12640888 W
2020-WTW-2671-OE	101	Enid	OK	Wind Turbine	499'	36.22316385 N	98.11720405 W
2020-WTW-2672-OE	102	Enid	OK	Wind Turbine	499'	36.22241458 N	98.10973739 W
2020-WTW-2673-OE	103	Enid	OK	Wind Turbine	499'	36.20921451 N	98.15155215 W
2020-WTW-2674-OE	104	Enid	OK	Wind Turbine	499'	36.20846104 N	98.14712139 W
2020-WTW-2675-OE	105	Enid	OK	Wind Turbine	499'	36.21084512 N	98.13746786 W
2020-WTW-2676-OE	106	Enid	OK	Wind Turbine	499'	36.20685673 N	98.12434792 W
2020-WTW-2677-OE	107	Enid	OK	Wind Turbine	499'	36.20875902 N	98.11866578 W
2020-WTW-2678-OE	108	Enid	OK	Wind Turbine	499'	36.19887921 N	98.14354008 W
2020-WTW-2679-OE	109	Enid	OK	Wind Turbine	499'	36.19870037 N	98.12853261 W
2020-WTW-2680-OE	110	Enid	OK	Wind Turbine	499'	36.1839888 N	98.12903719 W
2020-WTW-2681-OE	111	Enid	OK	Wind Turbine	499'	36.18282652 N	98.11952452 W
2020-WTW-5022-OE	8	Enid	OK	Wind Turbine	499'	36.355975 N	98.13046667 W
2020-WTW-5023-OE	35	Enid	OK	Wind Turbine	499'	36.31215833 N	98.20429444 W
2020-WTW-5024-OE	37	Enid	OK	Wind Turbine	499'	36.29850833 N	98.20542222 W
2020-WTW-5025-OE	49	Enid	OK	Wind Turbine	499'	36.31314444 N	98.11681944 W
2020-WTW-5026-OE	112	Enid	OK	Wind Turbine	499'	36.28052778 N	98.222825 W
2020-WTW-5027-OE	22	Enid	OK	Wind Turbine	499'	36.32453889 N	98.18858333 W
2020-WTW-5904-OE	1	Ames	OK	MET Tower	499'	36.38066667 N	98.11042778 W
2020-WTW-5905-OE	2	Ames	OK	MET Tower	499'	36.28787778 N	98.25491389 W
2020-WTW-5906-OE	3	Ames	OK	MET Tower	499'	36.17921667 N	98.110575 W

ATTACHMENT B

Maverick Wind Project Turbines and Project Area



Project Area Coordinates

Points	Latitude (N)	Longitude (W)
Point 1	36.39037308	98.14954995
Point 2	36.39057138	98.10460278
Point 3	36.17366378	98.10396705
Point 4	36.17377813	98.17587361
Point 5	36.2176555	98.17573698
Point 6	36.21765434	98.19393727
Point 7	36.253302	98.19443549
Point 8	36.25337074	98.21220732
Point 9	36.26059652	98.2122784
Point 10	36.26059652	98.22123892
Point 11	36.2678597	98.22126269
Point 12	36.26790569	98.24808009
Point 13	36.28300549	98.24808624
Point 14	36.28281586	98.25811231
Point 15	36.29157227	98.25811231
Point 16	36.29157217	98.24808973
Point 17	36.3259006	98.24810372
Point 18	36.3258623	98.23919087
Point 19	36.34029926	98.2391671
Point 20	36.34015088	98.14945687

ATTACHMENT C
Curtailment 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

2. Headquarters NORAD J36 Radar Analysis Branch, 250 Vandenberg Street, Ste B016, Peterson AFB, CO, 80914, n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

B. MILDEP.

1. 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

2. Vance Air Force Base, 71 OSS Weather Flight, (580) 213-7530/DSN 448-7530, 71oss.osw@us.af.mil

3. Project Owner – General Counsel, Maverick Wind Project, LLC, One South Wacker, Suite 1800, Chicago, IL 60606

Section 2. Criteria for Curtailment. The parties agree that the following protocol will be used for communication between Project Owner and the MILDEP 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 Severe Thunderstorm Warnings and Watches.

A. The Installation will notify Project Owner by telephone with a curtailment request if it is deemed necessary for the following warnings and watches occurring within 60 nautical miles of the Installation's Digital Air Surveillance Radar and the Kegelman Air Force Auxiliary Field NEXRAD weather radar:

1. Severe Weather Warnings/Conditions. 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. 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 or freezing precipitation, tornadic events, or microburst conditions.

B. Once the Project has ceased operation, Project Owner will call Vance Weather Flight and send a curtailment confirmation email to the following distribution list:

1. 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

2. Vance Air Force Base, 71 OSS Weather Flight, 71oss.osw@us.af.mil

3. NORAD Headquarters NORAD Radar Analysis Branch, n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

C. The Project turbines will be curtailed, as defined in section 2 of the agreement.

D. If the weather event prompting the curtailment request notification is over or such curtailment is otherwise no longer necessary, the Installation must provide Project Owner immediate notification by calling (312) 582-1588 or emailing ControlRoomOperator@invenergy.com

E. If, after a reasonable amount of time, Project Owner believes it should have been notified that curtailment is no longer necessary but has not been so notified by Vance Weather Flight, Project Owner may contact Vance Weather Flight to confirm the status of curtailment. The Vance Weather Flight shall provide 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 Vance Weather Flight is (580) 213-7530 and 71oss.osw@us.af.mil

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

G. 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 Vance Weather Flight distribution list in paragraph 3.B. Both Project Owner and Vance Weather Flight will confirm the curtailment hours with each other for tracking purposes after each curtailment event.

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 operations center at (312) 582-1588 or ControlRoomOperator@invenergy.com and request immediate curtailment with the turbine blades locked. 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 NORAD after 1 hour of locked blade curtailment, the operations center is authorized to transition to feathered blade curtailment until contacted by NORAD to confirm curtailment is no longer required.