

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE ARMY, AND
NUMBER THREE WIND LLC
ADDRESSING THE NUMBER THREE WIND PROJECT**

This is an agreement between the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, the Department of the Army (MILDEP), acting through the Assistant Secretary of the Army (Installations, Energy and Environment) (collectively, the “DoD parties”), and Number Three Wind LLC (“Project Owner” or “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, neither DoD nor MILDEP includes the United States Army Corps of Engineers when engaged in its civil works program, including any permitting actions.

This agreement is to mitigate potential adverse impacts on military operations and readiness from the development of a 105.8-MW wind turbine energy project, as further described in Section 3.N, hereinafter referred to as the “Project.” The Federal Aviation Administration Part 77 Aeronautical Study Number (ASN) associated with the Project is 2019-WTE-3433-OE, inclusive, and all affiliated filings, consisting of 31 wind turbines and no more than two meteorological towers, within the boundaries indicated in Attachment A.

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

Attachments A, *Project Boundaries*; B, *Table of Federal Aviation Administration Turbine Coordinates and ASN Numbers*; and C, *Curtailed 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 Project to proceed with development.

B. De-confliction. Based on DoD analysis, a potential conflict may exist between the MILDEP’s operation of Fort Drum and Wheeler Sack Army Airfield (“WSAAF” or “GTB”), New York, and spinning wind turbines associated with the Project. In order to mitigate the potential impact of the Project upon the operations, critical infrastructure including Doppler radar (specifically, KTYX WSR-88D) and Digital Airport Surveillance Radar (DASR-11) and readiness of the Army, the Parties have worked cooperatively and will continue to work

cooperatively to minimize risks to national security. The Parties have focused on de-conflicting these activities and agree that the terms below allow for the mutual goals of the parties to be met.

SECTION 2. DEFINITIONS.

A. Actual Curtailment Hours. Hours of curtailment beginning when rotor blades are fully feathered in accordance with this agreement.

B. ASN. Federal Aviation Administration Aeronautical Study Number.

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

D. CFR. Code of Federal Regulations.

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

1. Curtailment begins when rotor blade rotation stops and the blades are fully feathered and rotation of the blades are less than 1 RPM or fully locked.

2. Curtailment ends when the MILDEP provides notification to Project Owner that cessation of operations is no longer required.

3. Curtailment is measured in five (5) minute increments rounded up or down to the nearest five (5) minute increment, except that no interval shall count as zero minutes.

F. Day. Calendar day unless indicated otherwise.

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

H. FAA. Federal Aviation Administration.

I. Fiscal Year. Period that begins on October 1st and ends at the beginning of October 1st of the following year.

J. 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. For curtailment purposes, the hours will then be rounded IAW 2.F.3.

K. MILDEP. The Department of the Army, a military department of the United States.

L. 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 § 164 directs a change to the mission of the installation in support of emergency circumstances. An emergency circumstance does not include routine changes to the mission of the installation.

M. Project. Proposed 105.8-MW wind turbine energy project in Lewis County, New York, as depicted (including depictions of every planned wind turbine identified by ASN) on Attachment B. The location, height, and number of the turbines and meteorological towers may be altered only in accordance with the terms of this agreement.

N. Project Owner. The term “Project Owner” or “Owner” means Number Three Wind LLC, 1 South Wacker, Suite 1800, Chicago IL 60606, and its successors and assigns

O. Severe Weather. A storm that produces a tornado, winds of at least 51 mph (45 knots or ~93 kmh), hail at least one quarter inch (1/4”) in diameter, heavy snow (snowfall greater than or equal to six inches within a twelve-hour period), or low-level icing conditions.

P. Severe Weather Warning. An alert designed to notify interested parties that Severe Weather is occurring and present an immediate threat to the local area. The local area is defined as a five-nautical-mile (NM) radius around GTB.

Q. Severe Weather Watch. An alert designed for planning purposes to notify interested parties that conditions are favorable to produce Severe Weather in the local area. The local area is defined as a five-nautical-mile (NM) radius around GTB.

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

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

SECTION 3. MITIGATION WITH VOLUNTARY CONTRIBUTION.

A. In General. This agreement is structured to enable Project Owner to proceed immediately with the construction and operation of the Project without adversely impacting DoD military operations and readiness. Project Owner agrees to limit the total number of Project wind turbines to 31, with no more than two meteorological towers. The Project wind turbine blade tips will not exceed a maximum height of 586 feet above ground level (AGL). Attachment A depicts further proposed limits, but no other restrictions will supersede the requirement not to penetrate the lowest level radar scans of the KTYX WSR-88D. Project Owner agrees to restrict the construction of the Project turbines to the specific geographic coordinates, with an accuracy of 100 feet in any one direction, listed in Attachment A; provided, however, that such coordinates may be updated from time to time in accordance with Section 3(E) below.

B. Impact Analysis During Test Energy Phase. Following the installation of each wind turbine, Project Owner will 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 will 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 agree 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 training missions during the Test Energy Phase that could potentially 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 training 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 might 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, not later than the Project’s commercial operations date or the date on which any turbines become operational, whichever is earlier, the amount of \$30,000 for the purpose of offsetting the cost of measures undertaken by the DoD to mitigate adverse impacts of such a project on military operations and readiness or to conduct studies of potential measures to mitigate such impacts. DoD shall accept such payment as a voluntary contribution of funds pursuant to 10 U.S.C. § 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. Project Owner shall use one of the following two methods of making payment:

1. A guaranteed negotiable instrument, such as a cashiers check, certified check, a bank draft, or a postal money order. The instrument must be made payable to “U.S. Treasury,” and must reference “U.S. Treasury Account Symbol 97X5753.” The reference line on the instrument should indicate “Contributions for Renewable Energy.” The instrument must be mailed, along with any related documentation associated with the voluntary contribution, to the address below. Project Owner will advise the DoD parties when the voluntary contribution has been submitted to enable the tracking, receipt and proper crediting of the funds:

Washington Headquarters Services
Financial Management Directorate
ATTN: Ms. Arzella Jarmon
4800 Mark Center Drive, Suite 09E22
Alexandria, VA 22350-2900
Phone (703) 697-5588

or,

2. Submission of payment using the Treasury Department’s Pay.gov website. To do so, go to <https://www.pay.gov>. Then, in the search bar, search for “Siting Clearinghouse.” Select the form entitled “Voluntary Contributions under Section 358g of Public Law 111-

383.” Go directly to the form using the following link:
<https://pay.gov/public/form/start/47167256>

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. Project Owner agrees to amend its applications before the FAA, listed on Attachment B, by incorporating this agreement into each of those applications.

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 on Attachment B and for meteorological towers associated with the Project and shall attach an electronic copy of this agreement to those ASNs. The "Provisions" shall consist of this agreement in its entirety.

2. If the Project Owner submits any substitute ASNs to FAA within 12 months of the execution of this agreement, the DoD parties agree not to object to those substitute ASNs, provided that the substitute ASNs do not exceed the maximum height specified in Section 3.A, that the substitute ASNs are located within the siting parameters of the Project area specified in this agreement or any amendments to this agreement, that the total number of ASNs after substitution does not exceed 31, and that this agreement is incorporated into the substitute ASN filings.

3. All parties agree that, if the Project Owner requests to extend the effective period of FAA's Determination of No Hazard to Air Navigation in accordance with 14 C.F.R. § 77.35, then the DoD Parties will not object to such an extension as requested, provided that the affected ASNs are listed on Attachment B or are substitute ASNs that were submitted within 24 months of the execution of this agreement, that do not exceed the maximum height specified in Section 3.A and are located within the siting parameters of the Project area specified in this agreement or any amendments to this agreement, that the total number of ASNs for the Project still does not exceed 31, and that this agreement is incorporated into the ASN filings affected by the extension.

F. Other Regulatory Actions. The DoD parties may communicate with any other regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting the installation beyond the Project. Provided Project Owner carries out the terms of this Agreement, the DoD parties agree not to posit any objection to the approval, construction, or operation of the Project to any other federal, state, or local regulatory entity with jurisdiction over the Wind Project except as provided in Section 6.B and 10.H of this Agreement.

SECTION 4. CURTAILMENT.

A. Curtailment Procedures. Project Owner will curtail the Project under the limited circumstances identified below to mitigate potential impacts on the KTYX WSR-88D and to military operations and readiness:

1. Communications. Project Owner and the DoD Parties agree to the curtailment communications protocol in accordance with Attachment C.

2. Post Construction. In the event interference from the Project's turbines is detected on the KTYX WSR-88D weather radar, the Project Owner agrees to cease operation of relevant turbine(s) until impact is assessed and curtailment or mitigation measures are agreed to by the parties.

3. Curtailment for test purposes. 1st Detachment, 18th Weather Squadron weather station located on GTB or by WSAAF air traffic control personnel may request curtailment for up to 10 hours in a rolling 12 month period, for KTYX WSR-88D testing purposes.

4. Curtailment for Training Mission Purposes. The maximum curtailment requirement for training is twenty (20) hours annually during the first five (5) year period of this agreement. For each subsequent five (5) year period after the first five (5) year period, the MILDEP will re-examine the mission requirements and, in its sole discretion, adjust the total curtailment hours required for the next 5-year period. The maximum curtailment shall not exceed twenty (20) hours for any annual period during the term of this agreement.

B. Curtailment for a National Security or Defense Purpose. Upon the MILDEP's request, Project Owner agrees to immediately curtail wind turbine operations for a national security or defense purpose. Curtailment under this subsection 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 national security or defense purpose. The MILDEP will determine whether a national security or defense purpose for curtailment exists and how long such curtailment shall last. Subsequent to performing such curtailment, the Project Owner may seek any available legal remedies for any curtailment associated with a national security or defense purpose, other than challenging the curtailment itself. Any request for curtailment under this subsection will include the releasable portions of the President's, the Secretary's, or the combatant commander's mission order.

C. Electric Grid Reliability. 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. The Project may be required to operate its turbines if directed by the New York Independent System Operator, 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"). In such a case, the Must-run Obligation will have precedence over a curtailment request issued pursuant to any provision

of this agreement, and Project Owner will not be required to curtail during the Must-run Obligation.

D. 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 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.E) pursuant to this agreement.

E. Disclosure of Curtailment Request. Project Owner acknowledges that there may be national security considerations associated with any request by the MILDEP for curtailment in accordance with the terms of this agreement and any curtailment resulting therefrom. Project Owner therefore agrees not to disclose any such request or any curtailment resulting therefrom without the prior consent of the MILDEP, and the MILDEP agrees that consent to disclose to a business entity with which a non-disclosure agreement is in place will not be unreasonably withheld.

SECTION 5. REVIEW OF BUSINESS ENTITIES.

A. Protection of Defense Capabilities. It is a priority for the MILDEP to protect national defense capabilities and military operations, including military installations, research, development, test and evaluation activities, and military readiness activities from compromise and exploitation which 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 will provide advance written notice to the MILDEP of:
 - a. The names of business entities having a direct ownership interest in the Project.
2. For those business entities identified under paragraph 1, the MILDEP agrees to identify to Project Owner, no later than 30 days after the effective date of this agreement, any business entity posing a potential 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 a business entity or the use of wind turbines or other permanent on-site equipment manufactured by such a business entity.

SECTION 6. ASSIGNMENT.

A. Right to Assign. This agreement shall be binding upon the Project Owner and its successors and assigns. Project Owner and its successors or assigns (assignors) have the right 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) without the prior

consent of the DoD parties, provided that such assignment expressly acknowledges the existence of this agreement and a copy of this agreement is provided to the assignee.

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 the 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 50 U.S.C. § 2170.

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 or the earlier of the following:

1. Construction of the Project has not commenced within the time prescribed under 14 C.F.R. §§ 77.33(b) and 77.35.
2. The Project is decommissioned.
3. The MILDEP ceases to operate WAAAF/GTB for training or national security/defense purposes for a continuous period of twelve (12) months.
4. Termination of the agreement by written mutual agreement of the parties.

SECTION 8. POINTS OF CONTACT AND NOTIFICATION.

A. Points of Contact (POCs). The following persons shall be the primary POCs for the parties for purposes of this agreement. Any notice, request, or other communication to be provided pursuant to this agreement shall be delivered to the POCs. Any party may change its POC by providing written notification of the change to the other parties at least 30 days in advance of the change taking effect. POC changes take effect the sooner of all the receiving parties acknowledging receipt of the change notice or the expiration of the 30 days. The parties will communicate according to the communications protocol contained in Attachment C

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

2. MILDEP – Department of the Army, U.S. Army Garrison, Bldg 10000, 10th Mountain Division Drive, Fort Drum, New York 13602

3. Project Owner –General Counsel, Invenergy 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 to be received when delivered to the recipient's address.

SECTION 9. BREACH AND DISPUTE RESOLUTION.

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

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 replacements of expired ASNs without any other change to the FAA filing need only be signed by the MILDEP's and Project Owner's designated project officers or authorized signatories.

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 New York, as may be applicable.

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

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

F. Severability. If any term, provision, or condition of this agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this agreement and all remaining terms, provisions, and conditions of this agreement shall continue in full force and effect. The parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the parties to the greatest extent permitted by law.

G. Waivers; Remedies Cumulative. There is no implied waiver of rights under this agreement. No failure or delay on the part of a party in exercising any of its rights under this agreement or in insisting upon strict performance of provisions of this agreement, no partial exercise by either party of any of its rights under this agreement, and no course of dealing between the parties shall constitute a waiver of the rights of any party under this agreement, other than the requirement to raise a matter of breach within 30 days of discovery. Any waiver shall be effective only by a written instrument signed by the party granting such waiver, and such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply with this agreement. The remedies provided in this agreement are cumulative and not exclusive of any remedies provided by law.

H. CFIUS. Nothing in this agreement shall relieve Project Owner or its successors or assigns from complying with 31 CFR part 800 (Mergers, Acquisitions, and Takeovers by Foreign Persons) nor prevent or limit the parties from communicating in any form with CFIUS.

I. Anti-Deficiency. For the DoD parties, this agreement is subject to the availability of appropriated funds and sufficient resources. No provision in this agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

J. Disclosure. The parties may freely disclose this agreement with any person or entity. DoD intends to post the agreement on the Siting Clearinghouse website. Project Owner shall mark that part of any document it believes to be proprietary or competition sensitive 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. § 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. As-Built Drawings. Within 60 days of the completion of construction of the Project, the Project Owner shall deliver a set of 'as-built' drawings for the Project wind turbines to the MILDEP.

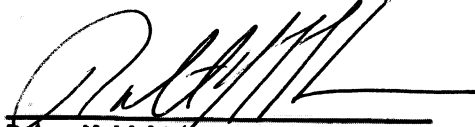
O. Grid Operator Protocols. The parties agree that Project Owner will be subject to and required to comply with the protocols of the grid operator and that such protocols will control how quickly Project Owner can curtail and resume its generation of power.

P. Signature/Counterparts. 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.

[signatures on following page]


IN WITNESS WHEREOF, the parties have executed and delivered this agreement.

FOR THE DEPARTMENT OF DEFENSE


Robert H. McMahon
Assistant Secretary of Defense
(Sustainment)

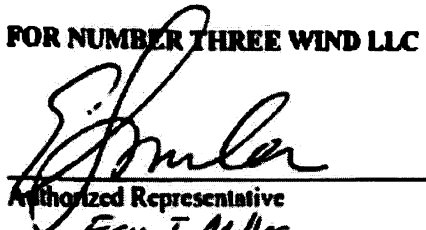
11/01/19
Date

FOR THE DEPARTMENT OF THE ARMY:


Alex A. Beechler
Assistant Secretary of the Army
(Installations, Energy & Environment)

10/21/19
Date

FOR NUMBER THREE WIND LLC


Authorized Representative
Eric J. Miller
Vice President

10/2/2019
Date

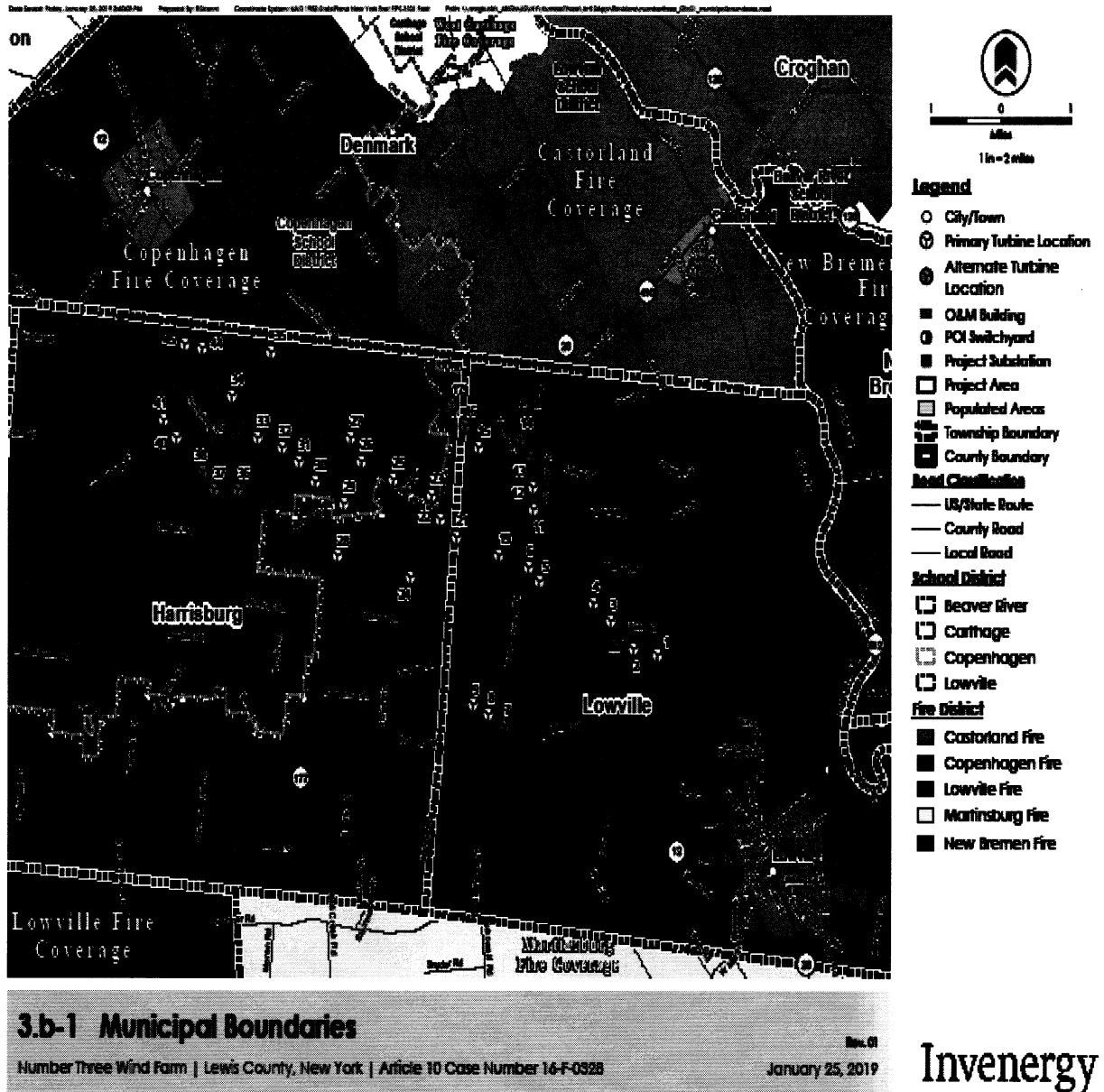
Authorized Representative

Date



ATTACHMENT A

Project Boundaries



ATTACHMENT B

Table of Federal Aviation Administration Turbine Coordinates

Number Three Wind Project				
Turb ID	Latitude	Longitude	ASN	AGL
1	43-49-14.28N	75-31-32.20W	2019-WTE-3433-OE	586
2	43-49-17.31N	75-31-57.17W	2019-WTE-3434-OE	586
3	43-49-34.13N	75-32-21.01W	2019-WTE-3435-OE	586
4	43-49-44.07N	75-32-39.43W	2019-WTE-3436-OE	453
5	43-49-55.61N	75-33-35.09W	2019-WTE-3437-OE	586
6	43-50-03.68N	75-33-46.32W	2019-WTE-3438-OE	586
7	43-48-32.24N	75-34-09.20W	2019-WTE-3439-OE	453
8	43-48-38.64N	75-34-26.10W	2019-WTE-3440-OE	453
9	43-48-43.69N	75-34-42.23W	2019-WTE-3441-OE	453
11	43-50-36.63N	75-33-41.82W	2019-WTE-3442-OE	586
12	43-50-49.35N	75-33-42.95W	2019-WTE-3443-OE	586
13	43-51-07.12N	75-33-44.70W	2019-WTE-3444-OE	586
14	43-51-17.01N	75-33-55.74W	2019-WTE-3445-OE	586
15	43-51-11.23N	75-34-39.91W	2019-WTE-3446-OE	586
16	43-51-23.88N	75-34-53.62W	2019-WTE-3447-OE	586
17	43-51-36.21N	75-35-07.48W	2019-WTE-3448-OE	586
19	43-50-10.53N	75-34-17.15W	2019-WTE-3449-OE	586
21	43-50-19.99N	75-35-01.16W	2019-WTE-3450-OE	586
22	43-50-29.62N	75-35-18.57W	2019-WTE-3451-OE	586
23	43-50-43.66N	75-35-27.41W	2019-WTE-3452-OE	586
24	43-49-56.95N	75-35-48.20W	2019-WTE-3453-OE	453
25	43-50-52.41N	75-36-07.22W	2019-WTE-3454-OE	586
26	43-51-02.53N	75-36-40.66W	2019-WTE-3455-OE	586
27	43-51-16.75N	75-36-51.75W	2019-WTE-3456-OE	586
28	43-50-08.20N	75-37-03.84W	2019-WTE-3457-OE	453
29	43-50-38.29N	75-36-58.06W	2019-WTE-3458-OE	586
30	43-50-51.05N	75-37-28.00W	2019-WTE-3459-OE	586
31	43-51-01.78N	75-37-45.14W	2019-WTE-3460-OE	586
32	43-51-10.25N	75-38-02.65W	2019-WTE-3461-OE	586
33	43-51-15.74N	75-38-27.64W	2019-WTE-3462-OE	586
34	43-51-38.64N	75-38-54.82W	2019-WTE-3463-OE	586
35	43-52-04.92N	75-38-14.77W	2019-WTE-3464-OE	586
36	43-50-45.70N	75-38-47.07W	2019-WTE-3465-OE	453
37	43-50-45.67N	75-39-11.96W	2019-WTE-3466-OE	453
38	43-50-54.87N	75-39-23.19W	2019-WTE-3467-OE	453
40	43-51-14.85N	75-39-51.59W	2019-WTE-3468-OE	586
41	43-51-24.28N	75-40-04.68W	2019-WTE-3469-OE	586
44	43-52-05.72N	75-39-26.05W	2019-WTE-3470-OE	586
45	43-52-08.36N	75-39-44.09W	2019-WTE-3471-OE	586

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. POC changes take effect immediately upon notification.

- A. DoD – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400
- B. MILDEP – Department of the Army, US Army Garrison, Bldg 10000, 10th Mountain Division Drive, Fort Drum, New York 13602
- C. Project Owner – Number Three Wind - General Counsel, Invenergy 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 Weather Warnings and Watches.

- A. The following Project Owner phone numbers and emails will be added by GTB Weather Desk to the Joint Environmental Toolkit, Integrated Watches and Warnings Control System distribution list:
 - 1. Project Owner: Phone Number and email address: (312) 582-1588
ControlRoomOperator@inveneryllc.com
 - 2. Project Owner: Phone Number and email address: (312) 582-1579
PowerScheduler@inveneryllc.com
- B. GTB Weather Desk will notify Project Owner by telephone with a curtailment request for Severe Weather Warnings, Severe Weather Watches, or Severe Weather occurring within 60 NM of KTYX WSR 88-D Radar.
- C. Once the Project has ceased operation, Project Owner will send a curtailment confirmation email to the following GTB Weather Desk distribution list:
 - 1. GTB Weather email: usarmy.drum.18-asog.mbx.weather-10th-mtn-div-swo@mail.mil; Phone (315) 772-6065 or (315) 804-4417
 - 2. 24 Hour MOC Battle NCO/Captain email: usarmy.drum.10-mtn-div.mbx.moc; Phone: (315) 772-8620 or (315) 772-3632

- D. The Project will be ramped down remotely in a controlled fashion and the 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 is otherwise no longer necessary, GTB Weather Desk must provide Project Owner immediate notification by calling the following telephone number for the Project Operation Center:
 - 1. Project Operation Center: (312) 582-1588
- F. If, after a reasonable amount of time, the Project Owner believes it should have been notified that curtailment is no longer necessary but has not been notified as to this by GTB Weather Desk, the Project may contact GTB Weather Desk to confirm the status of curtailment. The GTB shall provide the Project 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 GTB Weather Desk is as follows:
 - 1. GTB Weather Email: usarmy.drum.18-asog.mbx.weather-10th-mtn-div-swo@mail.mil
 - 2. GTB Weather Desk: (315) 772-6065 or (315) 804-4417
- G. Project Owner will resume operation of the Project following the earlier of (a) receipt of notice by phone from GTB that whatever conditions described in paragraph 3.B above prompted the curtailment instructions have abated or (b) the expiration, per the instructions of GTB, 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 GTB distribution list, above, in paragraph 3.D.

Section 4. Communications Protocol for Test Purposes or Military Training Purposes.

- A. The Directorate of Plans, Training, Mobilization and Security (DPTMS), US Army Garrison, will plan and coordinate for a curtailment request to the Project Owner more than 36 hours in advance of the start of curtailment. The Mountain Operations Center (MOC) at Fort Drum, NY, will call the following Project Owner telephone number for the Project Operation Center to request curtailment stating the purposes, reason or basis, and duration of the test or military training purpose requiring the curtailment request, and the DPTMS, US Army Garrison, Fort Drum, NY, will follow with a written explanation containing this information within 24 hours:
 - 1. Project Operation Center: (312) 582-1588
ControlRoomOperator@invenergyllc.com

- B. Once the Project has curtailed in accordance with a request from GTB pursuant to this agreement, Project Owner will send a curtailment confirmation email to the following GTB distribution list:
1. 24 Hour MOC Battle NCO/Captain email: usarmy.drum.10-mtn-div.mbx.moc
 2. Phone: (315) 772-8620 or (315) 772-3632
- C. Project Owner will resume operation of the Project after the duration required by the curtailment request or, as appropriate, upon immediate notification by the MOC that curtailment shall cease.
- D. If, after a reasonable amount of time, the Project Owner believes it should have been notified that curtailment is no longer necessary but has not been notified as to this by the MOC, the Project may call the MOC to confirm the status of curtailment. The MOC shall provide the Project with a phone number 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 MOC is as follows:
1. Phone: (315) 772-8620 or (315) 772-3632