

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE AIR FORCE,
AND
RELOJ DEL SOL WIND FARM LLC
ADDRESSING THE RELOJ DEL SOL WIND PROJECT
NEAR SAN YGNACIO, 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 (MILDEP), acting through the Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI) (collectively, the “DoD parties”), and Reloj Del Sol Wind Farm LLC (Project Owner). Together, these three entities are referred to as “parties” and individually as a “party.” Any reference to “DoD parties” means both the DoD and Department of the Air Force 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 for Reloj Del Sol Wind Project*; B, *Reloj Del Sol 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 Reloj Del Sol Wind Project ("Project") to proceed with development.

B. De-confliction. As the Project was originally filed, its spinning turbine blades would conflict with the North American Aerospace Defense Command's (NORAD) operation of the Oilton Air Route Surveillance Radar Model 4 (ARSR-4). Potential impacts identified with the construction of the Project include the partial loss of primary detections and primary false targets. 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. CFR. Code of Federal Regulations.

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

F. Day. A calendar day unless indicated otherwise

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

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

I. Foreign Person. Any natural person who is not a lawful permanent resident of the United States, citizen of the United States, or any other protected individual as defined by 8 U.S.C. 1324b(a)(3).

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

K. 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.

L. Project. The Reloj Del Sol Wind Project, which will consist of no more than 81 wind turbines and two (2) meteorological (“MET”) towers. Of the 81 wind turbines and two (2) MET towers, 74 wind turbines and the two (2) MET towers have been filed and are listed in Attachment A by ASN or by substitute ASNs submitted in accordance with Section 10.A of this agreement.

M. Project Equipment. Any renewable energy generation or transmission equipment and related software, as well as supervisory control and data acquisition (SCADA), IT, operational technology, or related communications and networking equipment and software, that communicate with or are capable of controlling transmission of electric power to or interconnection with the electric grid. Project Equipment shall not include renewable energy

equipment that cannot independently communicate with, or control transmission of electric power to or interconnection with, the electric grid and that do not have command, control, or communication functions embedded at the module or sub-module level.

N. Project Owner. Reloj Del Sol Wind Farm LLC, and its successors and assigns.

O. 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.

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

Q. 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 Project wind turbines and MET towers to no more than 81 turbines with a maximum height of 630 feet above ground level (AGL) and two (2) MET towers with a maximum height of 400 feet AGL. Project Owner agrees to restrict the construction of the Project to the specific geographic coordinates listed in Attachment A and Project Area, as shown in Attachment B. Project Owner 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. 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”). The MILDEP and Project Owner shall meet 10 days after the effective date of this agreement, 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 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 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, within 10 days of the operational date of the Project, a voluntary contribution totaling eighty thousand dollars (\$80,000.00). 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. Important things to remember when filling out the form:
 - a. Collection Number: The collection number for this transaction will be 2020EDPRRelojDeISol.
 - 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. [RESERVED]

E. Withdrawal of Objections.

1. All 76 of the ASN's for wind turbines and MET towers listed in Attachment A have received Determinations of No Hazard from the FAA. DoD shall deliver to the FAA "No Objections with Provisions" to the remaining seven (7) wind turbines yet to be filed with the FAA within 10 calendar days of receipt provided that they do not exceed the maximum height specified in Section 3.A, are located within the siting parameters of the Project area specified in Attachment B of this agreement or any amendments to this agreement, are filed within 12 months of the execution of this agreement, and incorporation of a statement in FAA's OE/AAA system referencing this agreement, referring to it by its title, the date executed, and its signatories.

2. All parties agree that if Project Owner requests to extend the effective period of FAA's Determination of No Hazard to Air Navigation in accordance with 14 C.F.R. section 77.35, then the DoD Parties agree to deliver to the FAA "No Objections with Provisions" provided that the affected ASNs are listed in Attachment A (as amended, if applicable, in accordance with Section 10.A below), do not exceed the maximum height specified in Section 3.A, and are located within the siting parameters of the Project area specified in Attachment B of this agreement or if there are any amendments to this agreement; that the total number of wind turbine ASNs for the Project still does not exceed eighty-one (81), that the total number of MET tower ASN's does not exceed two (2), and the incorporation of a statement in FAA's OE/AAA system referencing this agreement, referring to it by its title, the date executed, and its signatories.

3. The DoD parties agree not to object to the construction and operation of the Project before any federal, state, or local regulatory entity with jurisdiction over the Project, 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 and the ARSR-4 beyond the Project.

SECTION 4. CURTAILMENT.

A. Curtailment for Test Purposes. [RESERVED]

B. Curtailment for Training Purposes. [RESERVED]

C. Curtailment for a National Security or Defense Purpose. Upon request by either DoD party, Project Owner agrees to take actions immediately to 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. 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.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 AND FOREIGN PERSONS.

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 or foreign influence operating in the vicinity of those national defense capabilities and military operations.

B. Project Equipment. Within 45 days after execution of this agreement, Project Owner will provide to the Office at the Department of Defense Known to the Project Owner (“DoD Office”) a list identifying the vendors that have provided “Project Equipment,” and the vendors and business entities within which the Project Owner has executed contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project.” Beginning January 11, 2021, Project Owner agrees to provide at least twenty (20) business days notice to the DoD Office concerning the Project Owner’s use of a proposed vendor of “Project Equipment” or to name of the vendor and/or business entity with which the Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project. If the DoD Office does not object in writing within twenty (20) business days following receipt of all information required, the lack of action shall constitute a non-objection and the vendor, supplier, or contractor shall thereupon be considered an Approved Vendor. The DoD Office may provide a written non-objection with predicate conditions, in which case Project Owner shall meet the specified conditions to the DoD Office’s satisfaction in the DoD Office’s sole discretion prior to taking the proposed action.

Project Owner shall not, and shall ensure that its Personnel do not, connect or install or allow to be connected or installed, any Project Equipment other than equipment supplied by Approved Vendors at the Project without the DoD Office’s prior non-objection unless such Project Equipment was previously non-objected to by the DoD Office and is supplied and installed by an Approved Vendor.

When seeking approval for any vendor, supplier, or contractor that is not an Approved Vendor to take any action contemplated for such vendor, supplier, or contractor to be listed as an Approved Vendor, Project Owner shall submit written notice to the DoD Office the following information:

1. The business name, including all names under which the business is known to be or has been doing business;
2. The business employer identification number or corporate identification number;
3. Jurisdiction of corporate organization;
4. Address of its headquarters;
5. A summary description of the scope of work including, as applicable, the Project Equipment to be connected or installed or the services to be performed;
6. Any current or previous arrangements by China Three Gorges, whether informal or by written agreement, with the vendor, supplier, or contractor; and

7. If requested by the DoD Office, the location (city, country) of the relevant manufacturing facilities including any third-party manufacturing facilities at which the vendor's products are produced, and the Person having ultimate control of the vendor.

When acquiring Project Equipment from any distributor unaffiliated with the original manufacturers or producers of such Project Equipment, Project Owner shall make good faith efforts to ascertain the identity of the original equipment manufacturers or producers of such Project Equipment prior to providing notice or installing the Project Equipment. Upon determining the original manufacturers or producers, Project Owner shall treat such original manufacturers or producers as the vendors, suppliers, or contractors of such Project Equipment for purposes of this Siting Clearinghouse Agreement.

If the DoD Office requests further information in connection with a written notice, Project Owner shall respond within five (5) business days.

If Project Owner acquires knowledge that a Foreign Person subsequently acquires a fifty (50) percent or greater interest in an Approved Vendor, Project Owner shall seek approval for future contracts with, and the future installation of Project Equipment from, such Approved Vendor. Project Owner shall notify the DoD Office in writing within five (5) business days of Project Owner acquiring knowledge that a Foreign Person has acquired a fifty (50) percent or greater interest in an Approved Vendor.

The DoD Office may designate or remove any Approved Vendor at its sole discretion upon prior written notice to Project Owner; provided, however, that any such removal would not cause a breach of the contractual obligations of Project Owner with such Approved Vendor. If the DoD Office, in its sole discretion, determine that their reasons for removing the Approved Vendor cannot be mitigated through good-faith consultation with Project Owner, Project Owner shall be required to treat the relevant vendor, supplier, or contractor as a non-Approved Vendor for purposes of future contracts with the vendor, supplier, or contractor and the future installation of any Project Equipment. Project Owner shall not renew or extend existing agreements with a non-Approved Vendor.

Notwithstanding any other provision of this Agreement, Project Owner may acquire Project Equipment from a new Project Equipment vendor without prior notice to or prior non-objection from the DoD Office in an emergency or exigent circumstance. In such circumstances, Project Owner shall provide the DoD Office with notice of the new Project Equipment vendor promptly, and in no event later than forty-eight (48) hours after the installation of the new Project Equipment from a new Project Equipment vendor. Such notice shall include a description of the emergency or exigent circumstances and explain the reasons behind the emergency or exigent circumstances. For the avoidance of doubt, the notice shall also include all items required to be submitted concerning Vendors. If the DoD Office determine that national security concerns related to any Project Equipment acquired in connection with an emergency or exigent circumstance cannot be mitigated through good-faith consultation and remediation measures by Project Owner, then the Project Owner shall remove such Project Equipment .

Project Owner shall report to the DoD Office the presence of any unauthorized fixture, device, or instrument that is discovered on the Project within twenty-four (24) hours of such

discovery. This obligation is in addition to any report to law enforcement or other regulatory authority to whom Project Owner reports such discovery or incident.

C. Foreign Person Visitor Access. Within 45 days after the execution of this agreement, Project Owner will provide to the MILDEP a list of the names of foreign entities or persons that, prior to and including January 11, 2021, have accessed the Project, to include the wind turbine structure and associated data systems at the Project. Beginning January 11, 2021, Project Owner shall provide advance written notice to the MILDEP of the name of any foreign entity or person it seeks to allow access the Project, to include the wind turbine structure and associated data systems at the Project. If the foreign entity or person is an employee of China Three Gorges seeks access to the Project, Project Owner shall seek written permission from the DoD Office.

Project Owner shall report to the MILDEP and the DoD Office of any other unauthorized foreign person physically discovered on the Project within twenty-four (24) hours of such discovery. The Project Owner shall report to the DoD Office of any unauthorized physical access by employees of China Three Gorges within twenty-four (24) hours of such discovery. These obligations are in addition to any report to law enforcement or other regulatory authority to whom Project Owner reports such discovery or incident.

SECTION 6. ASSIGNMENT.

A. Right to Assign. This agreement shall be binding upon the 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. [RESERVED]

C. Effect of Assignment. Upon an assignment, assignor shall be relieved of any obligations or liabilities under this agreement except for those in Section 4 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 DoD ceases to use the Radar system permanently and takes appropriate action with FAA accordingly. 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. POC changes take effect as soon as all the receiving parties acknowledging receipt of the change notice or the expiration of the 30 days.

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, email: n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

2. MILDEP. 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, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil

3. Project Owner. Reloj del Sol Wind Farm LLC, c/o EDP Renewables North America LLC, 808 Travis St, Suite 700, Houston, TX 77002, legalnotice@edpr.com, securityofficer@edpr.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, hand delivered, or by electronic mail to the parties' designated addresses. A notice shall be deemed to be received when delivered to the recipient's address.

SECTION 9. BREACH 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 and NORAD. 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.

SECTION 10. GENERAL PROVISIONS.

A. Amendments. Any party to this agreement may request that it be amended, whereupon the parties agree to consult to consider such amendments. Any amendment to this agreement shall become effective when signed by all of the parties unless its terms provide for a different effective date. Amendments only providing substitute ASNs within the Project boundary, with no change to height or total number of Project ASNs, need only be signed by the MILDEP's and Project Owner's designated Project officers if filed with FAA within 12 months of the effective date of this agreement.

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

C. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the United States and the State of 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 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. [RESERVED]

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. Project Owner shall disclose this curtailment requirement to the grid operator and shall comply with the mitigation agreement's curtailment provisions, including requesting waivers from the grid operator if grid protocols would interfere with this mitigation agreement.

[Continued on following page]

P. Signature/Counterparts. The parties represent and warrant that the signatories below have authority to sign on behalf of and bind each respective party, and that no other signature is required to bind that party. This agreement may be executed in several counterparts, each of which shall be deemed an original, all of which shall constitute but one and the same instrument.

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

FOR THE DEPARTMENT OF DEFENSE

Jordan Gillis
Assistant Secretary of Defense
(Sustainment)

Date

FOR THE DEPARTMENT OF THE AIR FORCE:

MORIARTY.ROBE
RT.E.1013267584

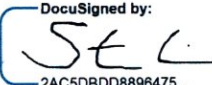
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12/11/2020

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

Date

FOR RELOJ DEL SOL WIND FARM LLC

DS DocuSigned by:

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Steve Irvin
Executive Vice President

December 9, 2020

Date

DS DocuSigned by:

EA28644E92F0451...

Miguel Angel Prado
Chief Executive Officer

diciembre 9, 2020

Date

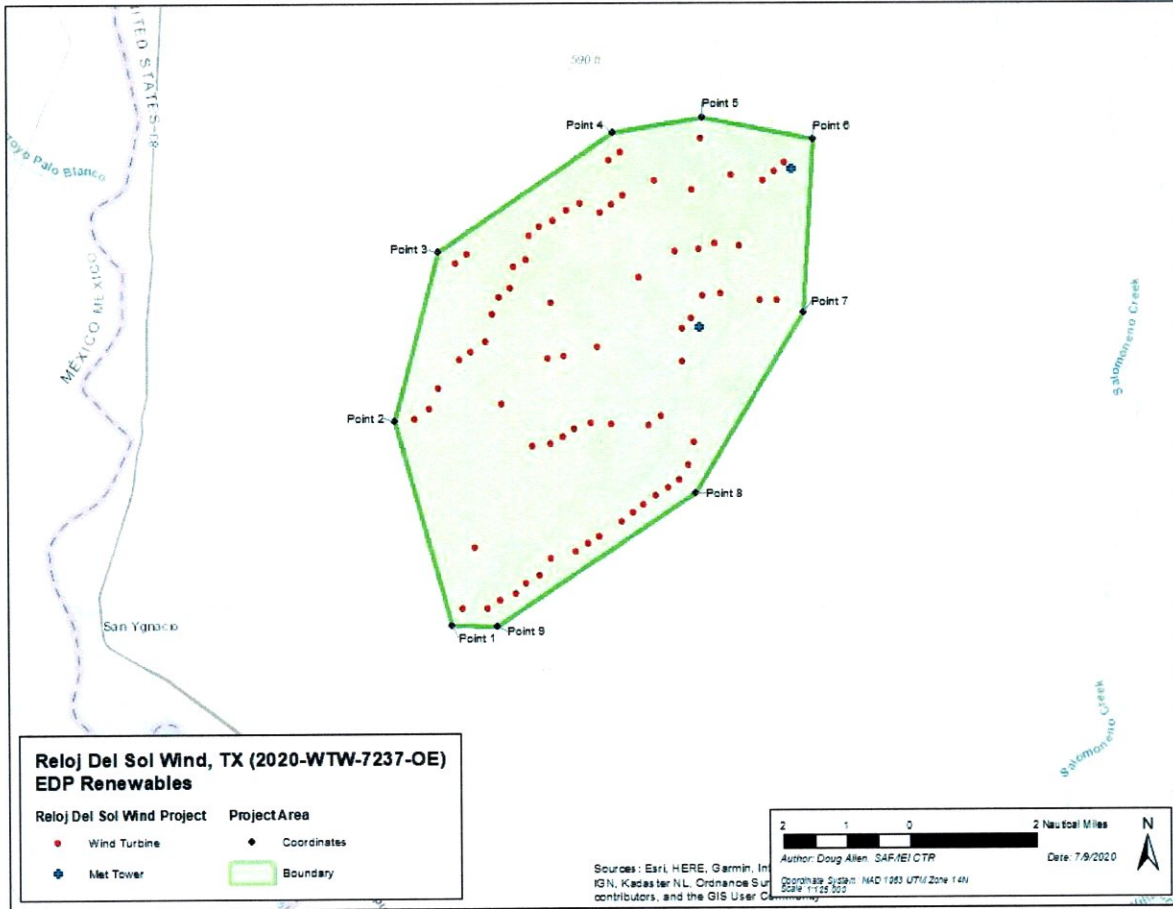
ATTACHMENT A:

Federal Aviation Administration Filings for Relej Del Sol Wind Project

2019-WTW-7240-OE	San Ygnacio	TX	Wind Turbine	630	27.0549	-99.3120
2019-WTW-7241-OE	San Ygnacio	TX	Wind Turbine	630	27.0570	-99.3081
2019-WTW-7242-OE	San Ygnacio	TX	Wind Turbine	630	27.0613	-99.3048
2019-WTW-7244-OE	San Ygnacio	TX	Wind Turbine	630	27.0711	-99.2839
2019-WTW-7245-OE	San Ygnacio	TX	Wind Turbine	630	27.0733	-99.2805
2019-WTW-7248-OE	San Ygnacio	TX	Wind Turbine	630	27.0969	-99.2928
2019-WTW-7253-OE	San Ygnacio	TX	Wind Turbine	630	27.1169	-99.2909
2019-WTW-7257-OE	San Ygnacio	TX	Wind Turbine	630	27.1300	-99.3199
2019-WTW-7258-OE	San Ygnacio	TX	Wind Turbine	630	27.1326	-99.3167
2019-WTW-7259-OE	San Ygnacio	TX	Wind Turbine	630	27.1380	-99.3158
2019-WTW-7261-OE	San Ygnacio	TX	Wind Turbine	630	27.1464	-99.3108
2019-WTW-7262-OE	San Ygnacio	TX	Wind Turbine	630	27.1390	-99.3328
2019-WTW-7263-OE	San Ygnacio	TX	Wind Turbine	630	27.1414	-99.3292
2019-WTW-7264-OE	San Ygnacio	TX	Wind Turbine	630	27.1486	-99.3079
2019-WTW-7265-OE	San Ygnacio	TX	Wind Turbine	630	27.1501	-99.3041
2019-WTW-7266-OE	San Ygnacio	TX	Wind Turbine	630	27.1529	-99.3000
2019-WTW-7267-OE	San Ygnacio	TX	Wind Turbine	630	27.1546	-99.2961
2019-WTW-7268-OE	San Ygnacio	TX	Wind Turbine	630	27.1521	-99.2900
2019-WTW-7269-OE	San Ygnacio	TX	Wind Turbine	630	27.1543	-99.2868
2019-WTW-7271-OE	San Ygnacio	TX	Wind Turbine	630	27.1681	-99.2839
2019-WTW-7272-OE	San Ygnacio	TX	Wind Turbine	630	27.1606	-99.2739
2019-WTW-7273-OE	San Ygnacio	TX	Wind Turbine	630	27.1584	-99.2628
2019-WTW-7275-OE	San Ygnacio	TX	Wind Turbine	630	27.1621	-99.2513
2019-WTW-7277-OE	San Ygnacio	TX	Wind Turbine	630	27.0979	-99.3451
2019-WTW-7278-OE	San Ygnacio	TX	Wind Turbine	630	27.1006	-99.3405
2019-WTW-7282-OE	San Ygnacio	TX	Wind Turbine	630	27.1352	-99.2786
2019-WTW-7285-OE	San Ygnacio	TX	Wind Turbine	630	27.1428	-99.2607
2019-WTW-7289-OE	San Ygnacio	TX	Wind Turbine	630	27.1245	-99.2630
2019-WTW-7298-OE	San Ygnacio	TX	Wind Turbine	630	27.1655	-99.2354
2019-WTW-7303-OE	San Ygnacio	TX	Wind Turbine	630	27.0778	-99.2737
2019-WTW-7304-OE	San Ygnacio	TX	Wind Turbine	630	27.0800	-99.2701
2019-WTW-7305-OE	San Ygnacio	TX	Wind Turbine	630	27.0821	-99.2667
2019-WTW-10974-OE	San Ygnacio	TX	Wind Turbine	630	27.0642	-99.3273
2019-WTW-10976-OE	San Ygnacio	TX	Wind Turbine	630	27.0483	-99.3234
2019-WTW-10978-OE	San Ygnacio	TX	Wind Turbine	630	27.0502	-99.3197
2019-WTW-10982-OE	San Ygnacio	TX	Wind Turbine	630	27.1185	-99.3240
2019-WTW-10984-OE	San Ygnacio	TX	Wind Turbine	630	27.1256	-99.3220
2019-WTW-10986-OE	San Ygnacio	TX	Wind Turbine	630	27.1400	-99.3119
2019-WTW-10988-OE	San Ygnacio	TX	Wind Turbine	630	27.1567	-99.2833

2019-WTW-10990-OE	San Ygnacio	TX	Wind Turbine	630	27.1717	-99.2601
2019-WTW-10994-OE	San Ygnacio	TX	Wind Turbine	630	27.1422	-99.2678
2019-WTW-11004-OE	San Ygnacio	TX	Wind Turbine	630	27.0481	-99.3306
2019-WTW-11010-OE	San Ygnacio	TX	Wind Turbine	630	27.1660	-99.2872
2020-WTW-3714-OE	San Ygnacio	TX	Wind Turbine	615	27.0522	-99.3152
2020-WTW-3715-OE	San Ygnacio	TX	Wind Turbine	615	27.0631	-99.2975
2020-WTW-3716-OE	San Ygnacio	TX	Wind Turbine	615	27.0652	-99.2939
2020-WTW-3717-OE	San Ygnacio	TX	Wind Turbine	615	27.0672	-99.2903
2020-WTW-3718-OE	San Ygnacio	TX	Wind Turbine	615	27.0754	-99.2773
2020-WTW-3719-OE	San Ygnacio	TX	Wind Turbine	615	27.0858	-99.2642
2020-WTW-3720-OE	San Ygnacio	TX	Wind Turbine	615	27.0920	-99.2624
2020-WTW-3721-OE	San Ygnacio	TX	Wind Turbine	615	27.0987	-99.2722
2020-WTW-3722-OE	San Ygnacio	TX	Wind Turbine	615	27.0965	-99.2757
2020-WTW-3723-OE	San Ygnacio	TX	Wind Turbine	615	27.0967	-99.2870
2020-WTW-3724-OE	San Ygnacio	TX	Wind Turbine	615	27.0955	-99.2977
2020-WTW-3725-OE	San Ygnacio	TX	Wind Turbine	615	27.0934	-99.3012
2020-WTW-3726-OE	San Ygnacio	TX	Wind Turbine	615	27.0915	-99.3048
2020-WTW-3727-OE	San Ygnacio	TX	Wind Turbine	615	27.0908	-99.3101
2020-WTW-3728-OE	San Ygnacio	TX	Wind Turbine	615	27.1020	-99.3192
2020-WTW-3729-OE	San Ygnacio	TX	Wind Turbine	615	27.1140	-99.3057
2020-WTW-3730-OE	San Ygnacio	TX	Wind Turbine	615	27.1145	-99.3009
2020-WTW-3731-OE	San Ygnacio	TX	Wind Turbine	615	27.1136	-99.3317
2020-WTW-3732-OE	San Ygnacio	TX	Wind Turbine	615	27.1157	-99.3284
2020-WTW-3733-OE	San Ygnacio	TX	Wind Turbine	615	27.1442	-99.2563
2020-WTW-3734-OE	San Ygnacio	TX	Wind Turbine	615	27.1436	-99.2487
2020-WTW-3735-OE	San Ygnacio	TX	Wind Turbine	615	27.1217	-99.2660
2020-WTW-3736-OE	San Ygnacio	TX	Wind Turbine	615	27.1305	-99.2600
2020-WTW-3737-OE	San Ygnacio	TX	Wind Turbine	615	27.1311	-99.2543
2020-WTW-3738-OE	San Ygnacio	TX	Wind Turbine	615	27.1294	-99.2428
2020-WTW-3739-OE	San Ygnacio	TX	Wind Turbine	615	27.1609	-99.2418
2020-WTW-3740-OE	San Ygnacio	TX	Wind Turbine	615	27.1630	-99.2384
2020-WTW-3741-OE	San Ygnacio	TX	Wind Turbine	615	27.1293	-99.2378
2020-WTW-3742-OE	San Ygnacio	TX	Wind Turbine	615	27.1132	-99.2659
2020-WTW-3743-OE	San Ygnacio	TX	Wind Turbine	615	27.1285	-99.3047
2020-WTW-3744-OE	San Ygnacio	TX	Wind Turbine	615	27.1060	-99.3381
2020-WTW-3745-OE	San Ygnacio	TX	MET Tower	400	27.1222	-99.2609
2020-WTW-3746-OE	San Ygnacio	TX	MET Tower	400	27.1638	-99.2335

ATTACHMENT B:
Reloj Del Sol Wind Turbines and Project Area



Project Area Coordinates:

Points	Latitude	Longitude
Point 1	27.1772	-99.2598
Point 2	27.1731	-99.2864
Point 3	27.1419	-99.3382
Point 4	27.0975	-99.3511
Point 5	27.0436	-99.3342
Point 6	27.0434	-99.3206
Point 7	27.0785	-99.2620
Point 8	27.1261	-99.2300
Point 9	27.1715	-99.2273

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.

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

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

B. MILDEP. 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, email: usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil

C. Project Owner. Reloj del Sol Wind Farm LLC, c/o EDP Renewables North America LLC, 808 Travis St, Suite 700, Houston, TX 77002, email ROCC@edpr.com with copy to legalnotice@edpr.com

Any party may change its POC by providing written notification of the change to the other parties at least fifteen (15) days in advance of the change taking effect.

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 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 EDPR NA Remote Operations Control Center (ROCC): Primary Phone Number: 713-356-2573, Backup Phone Number: 713-828-1550 and request immediate action to curtail the Project. 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.