

**AGREEMENT AMONG  
THE DEPARTMENT OF DEFENSE,  
THE DEPARTMENT OF THE AIR FORCE, AND  
STRAUSS WIND, LLC,  
ADDRESSING THE STRAUSS WIND ENERGY PROJECT  
NEAR LOMPOC, CALIFORNIA**

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 Strauss Wind, LLC, a California limited liability company (“Project Owner”). Together, these three entities are referred to as “parties” and individually as a “party.” Any reference to “DoD parties” means both parties and does not indicate that one party acts for or on behalf of the other. In this agreement, DoD does not include the United States Army Corps of Engineers when engaged in its civil works program, including any permitting actions.

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

Attachments A, *Federal Aviation Administration Filings for Strauss Wind Energy Project*; and B, *Strauss Wind Energy Project Location*, 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 impacts and to minimize risks to national security while allowing the Strauss Wind Energy Project (project) to proceed with development.

**B. De-confliction.** Analysis of the originally filed project area revealed that a conflict exists between the MILDEP’s operation of Vandenberg Air Force Base (Installation) and spinning wind turbines associated with the project. This agreement mitigates potential impacts to the MILDEP’s instrumentation systems necessary to safely conduct the Installation’s operations. The parties have focused on de-conflicting these activities and agree that the terms set forth in Section 3 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. ASN.** Federal Aviation Administration Aeronautical Study Number.

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

**D. CFR.** Code of Federal Regulations.

**E. Day.** A calendar day, unless indicated otherwise.

**F. DoD.** The Department of Defense, an executive department of the United States.

**G. FAA.** Federal Aviation Administration.

**H. Land.** The area shown in Attachment B and subject to this agreement is comprised of Assessor Parcel Numbers 083-080-004, 083-090-001, 083-090-002, 083-090-003, 083-090-004, 083-100-004, 083-100-007, 083-100-008, 083-250-011, 083-250-016, and 083-250-019.

**I. MILDEP.** The Department of the Air Force, a military department of the United States.

**J. National Security or Defense Purpose.** An emergency circumstance where the President of the United States, the Secretary of Defense, or a combatant commander under 10 U.S.C section 164 directs a change to the mission of the Installation in support of emergency circumstances. An emergency circumstance does not include routine changes to the mission of the Installation.

**K. Project.** The proposed wind turbines identified on Attachment A by ASN. The location, but not the height or number, of the turbines may be altered in accordance with the terms specified in section 3.A of this agreement.

**L. Project Owner.** The term “Project Owner” means Strauss Wind, LLC, a California limited liability company, and its successors and assigns.

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

**N. Temporary Suspension of Turbine Operations.** The terms “suspend” or “suspension” mean cessation of wind turbine operations when the wind turbine blades are not spinning and are locked. This requires that all of a turbine’s rotor blades be completely precluded from rotation about the rotor hub.

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

### SECTION 3. MITIGATION TERMS.

**A. In General.** This agreement is structured and intended to enable Project Owner to proceed immediately with the construction and operation of the project. Project Owner agrees to limit the total number of project wind turbines and meteorological towers to 30, and to limit the project structures to a maximum height of 499 feet above ground level. Project Owner agrees to restrict the construction of the project wind turbines and meteorological towers to the designated project area, as shown in Attachment B. The DoD parties have reviewed the proposed locations of Project Owner's wind turbines on the land and has concluded that the wind turbines, if located as proposed, could impact the MILDEP's instrumentation systems. However, each Party agrees to reasonably cooperate with the other to conduct testing after each wind turbine is erected, as necessary, in order to verify any impact on the MILDEP's instrumentation systems. In the event that the MILDEP concludes as a result of such testing that a wind turbine is reasonably likely to interfere with the operation of the MILDEP's instrumentation systems during specific operations, then the MILDEP will notify Project Owner of such conclusion and such wind turbine shall be designated a "Specified Turbine" for purposes of this agreement. Project Owner agrees to notify the MILDEP after each wind turbine is erected on the land so that the MILDEP may conduct such testing for instrumentation interference.

**B. Project Owner Terms.** The Project Owner agrees as follows:

(1) Project Owner agrees that, upon notification by the MILDEP through the Commander of the Installation, or his duly authorized representative, Project Owner and its employees and agents shall evacuate and not reoccupy the land for intermittent periods not to exceed twelve (12) consecutive hours for each individual evacuation event, provided that the MILDEP gives Project Owner's representative, designated pursuant to Section 7.A. of this agreement, prior notice of the need for such evacuation in accordance with Section 3.C. Evacuation of land for intermittent periods may exceed 12 hours in unique mission scenarios such as launch failures, recovery operations, and fires.

(2) Project Owner agrees that, upon the MILDEP's notification, Project Owner shall temporarily suspend operation of any or all Specified Turbines identified in accordance with section 3.A of this agreement during MILDEP operations or for intermittent periods not to exceed 12 hours each for pre-operations testing of instrumentation links (a "pre-operations testing period").

(3) Project Owner shall telephonically confirm receipt of the MILDEP's notice on or prior to the required time for evacuation or temporary suspension of Specified Turbine operations. Project Owner shall further notify the MILDEP by telephone when its evacuation of the land is complete or Specified Turbines are suspended in accordance with this agreement.

(4) Project Owner shall provide the MILDEP all information relating to radio frequency (RF) emissions produced by Project Owner's operations on the land, and, if requested by the MILDEP, shall terminate those transmissions during operations or pre-operations testing period not to exceed 12 hours each upon notice to do so by the MILDEP. Termination of RF

transmission may exceed 12 hours in unique mission scenarios such as launch failures, recovery operations, and fires.

(5) Project Owner shall provide the MILDEP and Installation with an Evacuation and Sheltering Plan within 60 days of the execution of this agreement.

**C. MILDEP Terms.** The MILDEP agrees as follows:

(1) Through its representative designated pursuant to Section 7.A, the MILDEP shall timely notify Project Owner via telephone, and, when practicable, in writing, of the dates, times, and durations that Project Owner must evacuate the land or temporarily suspend Specified Turbine operations as follows:

(a) The MILDEP shall normally provide not less than three (3) days advance written notice to Project Owner of the necessity to vacate the land or temporarily suspend Specified Turbine operation due to operations or pre-operations testing periods through the 30th Space Wing Airspace and Offshore Management Flight.

(b) The MILDEP shall also provide advance telephonic notice at the time that it sends the advance written notice to Project Owner of the necessity to vacate the land or temporarily suspend Specified Turbine operation due to pending operations or pre-operations testing periods.

(c) For all notices given under this agreement, the MILDEP shall also give Project Owner a second telephonic notice of the necessity to vacate the land or temporarily suspend Specified Turbine operation not less than twenty-four (24) hours prior to the operation or pre-operations testing period.

(d) The MILDEP shall provide, to the extent practicable under each pending operation or pre-operations testing period, earlier written notice to Project Owner of the necessity to vacate the land or temporarily suspend Specified Turbine operation due to such operations.

(e) The MILDEP shall promptly provide Project Owner telephonic notice of any cancellation, postponement, or other change of the time and date of a pending operation or pre-operations testing period for which Project Owner was previously notified under this agreement.

(f) The MILDEP shall provide telephonic notification to Project Owner when each operation or pre-operations testing period has ended, at which time Project Owner and its employees, contractors, and agents may return to the land and resume the facility's operations on the land and Specified Turbine operation, as applicable.

(2) The MILDEP shall, through its representative designated pursuant to Section 7.A of this agreement, receive all notices of evacuation provided by Project Owner in accordance with this agreement.

**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.

**E. Withdrawal of Objections.**

(1) The wind turbines listed in Attachment A have received Determinations of No Hazard from the FAA. If the Project Owner submits any substitute ASNs to the FAA within 12 months of the execution date 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 Attachment B of this agreement or any amendments to this agreement, that the total numbers of ASNs after substitution does not exceed 30, and that this agreement is incorporated into the substitute ASN filings.

(2) 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. section 77.35, then the DoD parties will not object to such an extension as requested, provided the affected ASNs are listed on Attachment A or are substitute ASNs that were submitted within 12 months of the execution of this agreement, that do not exceed the maximum heights specified in Section 3.A and are located within the siting parameters of the project area specified in Attachment B of this agreement or any amendments to this agreement, that the total number of ASNs for the project still does not exceed 30, and that this agreement is incorporated into the ASN filings affected by the extension.

(3) The DoD parties agree not to object to the construction and operation of the project under any other federal, state, or local regulatory entity with jurisdiction over the project (except as provided in sections 5.B and 9.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 the potential adverse impacts and all material facts relevant to other federal, state, or regulatory entity jurisdictional matters.

(4) The MILDEP agrees not to object to Project Owner's request for a variance to place some of the turbines within 1,000 feet of the Installation's boundary, as the MILDEP is authorized to do pursuant to California Government Code section 65944 and the Santa Barbara Land Use & Development Code, so long as Project Owner complies with the terms of this agreement and has disclosed to the DoD parties in writing all material facts necessary to fully assess the potential adverse impacts and all material facts relevant to other federal, state, or regulatory entity jurisdictional matters.

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

**G. Evacuation or Suspension of Specified Turbine Operations for a National Security or Defense Purpose.** In addition to periods of evacuation or temporary suspension of Specified Turbine operations provided elsewhere in this agreement, upon MILDEP's request Project Owner agrees to immediately evacuate the land or temporarily suspend turbine operations for a national security or defense purpose. Such evacuation or temporary suspension of Specified Turbine operations may only be requested for a national security or defense purpose. Evacuation or temporary suspension of Specified Turbine operations for a national security or defense purpose will be temporary in nature and extend only so long as is necessary to meet the discrete national security or defense purpose. This agreement does not preclude Project Owner from seeking any available legal remedies for any evacuation or temporary suspension of Specified Turbine operations associated with a national security emergency other than challenging the evacuation or temporary suspension of Specified Turbine operations itself. Any request for evacuation or temporary suspension of Specified Turbine operations under this subsection will include the releasable portions of the President's, the Secretary's, or the combatant commander's mission order.

#### **SECTION 4. 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 shall provide advance written notice to the MILDEP of:

- (a) The names of business entities having a direct ownership interest in the project.
- (b) The name of the material vendors and business entities with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the project.
- (c) The name of any foreign entity or person being allowed to access the wind turbine structures and associated data systems.

(2) For those entities or persons identified under paragraph 4.B.1.a and 4.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 4.B.1.c, the MILDEP agrees to identify to Project Owner, no later than 30 days after receipt of the name of any foreign entity or person being allowed to access the wind turbines and associated data systems, any entity or person posing a security concern. Project Owner agrees to enter into negotiations with the DoD parties in order to mitigate any such concern. Any such security concern must be resolved prior to allowing access to the

site by such persons or representatives of such an entity or the use of wind turbines or other permanent on-site equipment manufactured by such a business entity.

(3) Project Owner agrees to provide advance written notice to the MILDEP of Project Owner's use of any material vendor not previously screened pursuant to this section. The term "material" used in this subsection means "significant, influential, or relevant." Project Owner shall allow the MILDEP 30 days following such a notice to conduct a security review and assess any security concern. Project Owner will provide advanced written notice of a potential new material vendor, but need not wait 30 days if an unexpected situation arises for which employing services or vendors immediately is prudent for the safe operation of the project.

## **SECTION 5. 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 and a copy of this agreement shall be provided to the assignee, and notice of the new point of contact information (as in Section 8) shall be provided 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 6. 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 §§ 77.33 and 77.35.

(2) The project is decommissioned.

(3) The Installation permanently ceases operations.

(4) Termination of the agreement by written mutual agreement of the parties.

## **SECTION 7. POINTS OF CONTACT AND NOTIFICATION.**

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

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

(2) MILDEP – Director, Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, 1665 Air Force Pentagon, Suite 5E1000, Washington, DC 20330-1665, [usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil](mailto:usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil)

(3) Installation – Commander, 30th Space Wing Airspace and Offshore Management Flight at 805-606-3602, 2ROPS/DOW 1602 California Blvd, STE 248, Vandenberg AFB, CA 93437-5216, [2rops.don@us.af.mil](mailto:2rops.don@us.af.mil)

(4) Project Owner – Strauss Wind, LLC, Florian Zerhusen, Authorized Signor, 5901 Priestly Drive, Suite 300, Carlsbad, CA 92008.

### **B. Notification.**

(1) Any written notice required by or provided for in this agreement shall be sent by registered or certified mail, postage prepaid, using a nationally recognized overnight delivery service that provides a receipt for delivery, or hand delivered. A written notice shall be deemed to be received when delivered to the recipient's address.

(2) Written notices shall also be sent by electronic mail with electronic receipt requested. Recipients will acknowledge receipt either by reply or automatic receipt.



## SECTION 8. BREACH.

**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 that party a reasonable 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 9. 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.

**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 California, 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, and 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 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, except that curtailment for National Security or Defense Purpose has precedence over grid protocols. The Project Owner shall disclose this curtailment requirement to the grid operator and shall attempt to the maximum extent practical to comply with the mitigation agreement’s curtailment provisions, including requesting waivers from the grid operator if grid protocols would interfere with this mitigation agreement.

**P. Liability.**

(1) Project Owner assumes all risks of loss, injury, or death to Project Owner personnel (e.g., officers, employees, contractors of any tier, agents, invitees, licensees, successors and assigns, or any others furthering the purposes of Project Owner’s facilities constructed on the land) that may occur due to Project Owner’s failure to adhere to the evacuation requirements set forth in this agreement. Project Owner shall, at its expense, pay any settlements of, or judgments on, such claims arising out of its failure to adhere to the evacuation requirements set forth in this agreement. As such, Project Owner shall also indemnify and hold the DoD parties harmless against any and all judgments, expenses, taxes, liabilities, claims, suits, demands, actions, and charges of whatever kind or nature that may arise as a result of Project Owner’s failure to adhere to the evacuation requirements set forth in this agreement.

(2) 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 temporary suspension of Specified Turbine operations pursuant to this agreement.

(3) Notwithstanding anything in this section to the contrary, Project Owner does not assume such risks, agree to pay any such judgments, claims or settlements, or indemnify or hold the MILDEP harmless against any such judgments, expenses, taxes, liabilities, claims or charges to the extent the same are caused by or result from or arise out of the failure of the MILDEP or any of the MILDEP’s officials, employees, agents, or representatives to adhere to the notification requirements of section 3.C of this agreement.

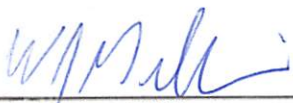
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(4) Project Owner warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage, or contingent fee.

**Q. 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 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)

5/4/2020  
Date

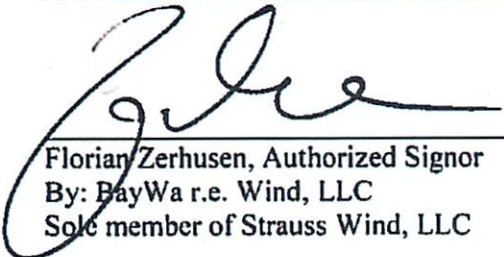
**FOR THE DEPARTMENT OF THE AIR FORCE:**

BEDA.CAROL  
ANN.Y.1229439703  
\_\_\_\_\_  
Carol Ann Y. Beda  
Acting Deputy Assistant Secretary  
of the Air Force (Installations)

Digitally signed by BEDA.CAROL  
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Date: 2020.04.21 07:52:52 -04'00'

20200421  
Date

**FOR STRAUSS WIND LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY:**

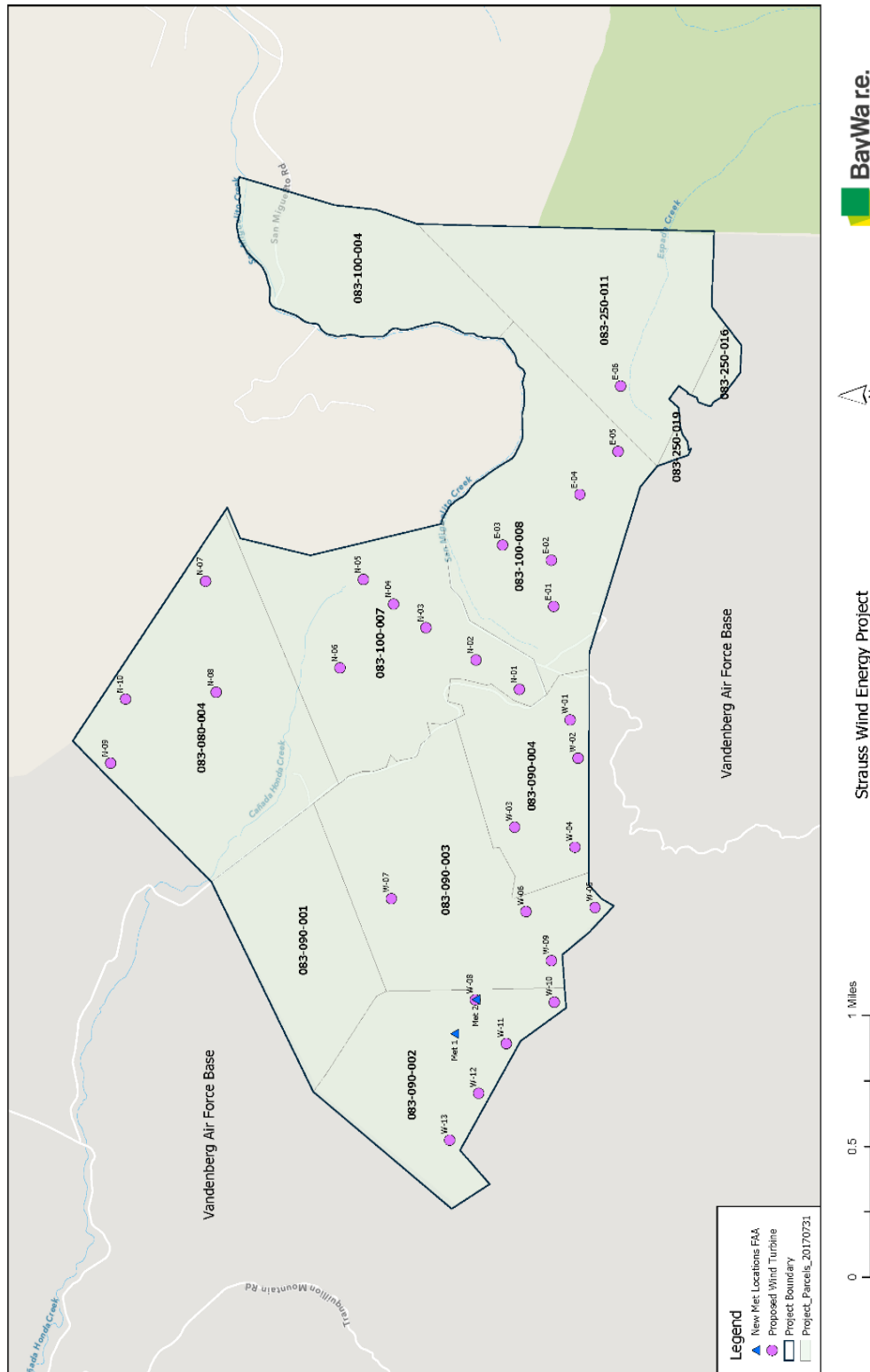
  
\_\_\_\_\_  
Florian Zerhusen, Authorized Signor  
By: BayWa r.e. Wind, LLC  
Sole member of Strauss Wind, LLC

4-15-2020  
Date

**ATTACHMENT A:**  
Federal Aviation Administration Filings for Strauss Wind Energy Project

Turbine ID	ASN#	Geographic Location Deg Min Sec NAD83		Site Elev.	Struct. Height	Total Elev.
		N Lat	W Lon	ft AMSL	ft AGL	ft AMS L
E-01	2018-WTW-15960-OE	34 34 25.95	120 30 46.44	1446	499	1945
E-02	2018-WTW-2187-OE	34 34 26.17	120 30 35.29	1610	499	2109
E-03	2018-WTW-15959-OE	34 34 35.83	120 30 31.35	1527	499	2026
E-04	2018-WTW-15961-OE	34 34 20.17	120 30 19.58	1701	499	2200
E-05	2018-WTW-2190-OE	34 34 11.55	120 30 09.16	1708	499	2207
E-06	2018-WTW-2191-OE	34 34 11.50	120 29 53.71	1739	499	2238
N-01	2018-WTW-2176-OE	34 34 33.20	120 31 06.23	1383	499	1882
N-02	2018-WTW-2177-OE	34 34 41.71	120 30 58.92	1383	499	1882
N-03	2018-WTW-2178-OE	34 34 51.51	120 30 50.82	1383	499	1882
N-04	2018-WTW-2179-OE	34 34 57.85	120 30 44.94	1416	499	1915
N-05	2018-WTW-2180-OE	34 35 03.52	120 30 38.26	1550	499	2049
N-06	2018-WTW-2181-OE	34 35 08.83	120 31 00.03	1186	499	1685
N-07	2019-WTW-4802-OE	34 35 35.23	120 30 38.29	1452	499	1951
N-08	2018-WTW-2184-OE	34 35 33.67	120 31 05.14	1153	499	1652
N-09	2018-WTW-2182-OE	34 35 55.07	120 31 21.62	1143	499	1642
N-10	2018-WTW-15958-OE	34 35 51.77	120 31 06.25	1216	499	1715
W-01	2018-WTW-2173-OE	34 34 23.23	120 31 13.95	1455	499	1954
W-02	2018-WTW-2195-OE	34 34 21.82	120 31 23.17	1475	499	1974
W-03	2018-WTW-2172-OE	34 34 34.81	120 31 39.46	1383	499	1882
W-04	2018-WTW-2171-OE	34 34 22.88	120 31 44.64	1633	499	2132
W-05	2018-WTW-2170-OE	34 34 19.18	120 31 59.30	1852	499	2351
W-06	2018-WTW-2169-OE	34 34 33.19	120 31 58.89	1606	499	2105
W-07	2018-WTW-2175-OE	34 34 59.75	120 31 55.99	1383	499	1882
W-08	2018-WTW-2183-OE	34 34 43.50	120 32 20.87	1432	499	1931
W-09	2018-WTW-2168-OE	34 34 28.13	120 32 11.87	1701	499	2200
W-10	2018-WTW-2194-OE	34 34 27.75	120 32 21.92	1560	499	2059
W-11	2018-WTW-2167-OE	34 34 37.52	120 32 31.60	1465	499	1964
W-12	2018-WTW-2174-OE	34 34 43.28	120 32 43.44	1409	499	1908
W-13	2018-WTW-2166-OE	34 34 48.96	120 32 55.20	1501	499	2000
Met-1	2019-WTW-2773-OE	34 34 47.90	120 32 24.98	1370	328	1698
Met-2 Temporary	2019-WTW-2774-OE	34 34 43.50	120 32 20.87	1436	263	1699

# ATTACHMENT B: Strauss Wind Energy Project Location



Strauss Wind Energy Project

