

**AGREEMENT AMONG
THE DEPARTMENT OF DEFENSE,
THE DEPARTMENT OF THE NAVY
AND
TIMBERMILL WIND, LLC
ADDRESSING THE TIMBERMILL WIND PROJECT
NEAR EDENTON, NORTH CAROLINA**

This is an agreement among the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, the Department of the Navy (MILDEP), acting through Deputy Assistant Secretary of the Navy, Installations, Energy and Facilities, (collectively the “DoD parties”), and Timbermill Wind, LLC (Project Owner). Together, these three entities are referred to as “parties” and individually as a “party.” Any reference to “DoD parties” means both and does not indicate that one party acts for or on behalf of the other. In this agreement, DoD does not include the United States Army Corps of Engineers when engaged in its civil works program, including any permitting actions.

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

Attachments A, *Federal Aviation Administration Filings*; and B, *Timbermill Wind Project Map*; and C, *Curtailment Communications Protocol*

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 Timbermill Wind Project (Project) to proceed with development.

B. De-confliction. Under the provisions of the Department of Defense (DoD) mission compatibility evaluation process the Military Aviation and Installation Assurance Siting Clearinghouse initiated a study of the MILDEP’s Relocatable Over-the-Horizon Radar (ROTHR) to assess the potential impacts from the proposed Project, in Chowan County, North Carolina. The ROTHR system provides critical detection and monitoring capability to support United States Southern Command’s (USSOUTHCOM) Counter-Narcotic/Counter Trans-National Criminal Organizations (CN/CTCO) mission. The ROTHR system receiver site is located at Naval Support Activity (NSA) Hampton Roads-Northwest Annex, in Chesapeake, VA.

On 17 December 2017, Apex Clean Energy submitted a proposed 48 turbine wind energy project (Project), located in Chowan County, NC, to the Mitigation Response Team (MRT) which was organized to review the project by the Military Aviation and Installation Assurance Siting Clearinghouse. On 9 September 2020, Apex submitted a proposal for 45 turbines to the Federal

Aviation Administration (FAA) for review in accordance with the Obstruction Evaluation/Airport Airspace Analysis process under 2020-WTE-4840-OE thru 2020-WTE-4884-OE.

The Project was reviewed using MIT Lincoln Laboratory developed software to evaluate potential interference levels impacting ROTH performance. This evaluation was completed assuming the project uses a Vesta V-150 4.2MW wind turbine with a 105m hub height and a 74m blade length. The modeling results indicate that the one Project, as a stand-alone system, will degrade ROTH performance. However, the proposed Project aligns along the same azimuths southwest of (i.e. behind) the existing Avangrid/Amazon Wind Energy facility located in Perquimans and Pasquotank counties, North Carolina. Additional analysis to evaluate the cumulative impacts of both projects was conducted, and determined that when the Avangrid/Amazon Wind Energy facility is in the configuration that causes maximum degradation to the ROTH system, the combined effects of both projects will not exceed or increase the degradation caused by the closer existing Avangrid/Amazon Wind Energy facility. Because of this “masking effect”, USSOUTHCOM (J3) and Joint Staff (J5) determined that the Project does not meet the threshold of an unacceptable risk to national security for a formal objection to the Project under 10 U.S.C 183a.

The Parties agreed to enter into this Mitigation Agreement to memorialize the determination that Project as discussed above in conjunction with the existing operation of the existing Avangrid/Amazon Wind Energy facility did not meet the threshold of an unacceptable risk to national security; and are focused on de-conflicting these activities and agree that the terms below will allow the mutual goals the Parties to be met.

SECTION 2. DEFINITIONS.

A. Access. “Access” means either to enter a physical space or to remotely read, copy, edit, divert, release, alter the state of, or otherwise affect information technology systems (e.g., network, data, security, software, hardware).

B. Actual Curtailment Hours. [RESERVED]

C. ASN. Federal Aviation Administration Aeronautical Study Number.

D. Banked Hours. [RESERVED]

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

F. CFR. Code of Federal Regulations.

G. Curtailment. The cessation of wind turbine operations when the wind turbine blades are not spinning and are locked. Curtailment requires that all of a turbine’s rotor blades be completely precluded from rotation about the rotor hub.

H. Day. A calendar day unless indicated otherwise.

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

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

K. Fiscal Year. [RESERVED]

L. Hour. [RESERVED]

M. MILDEP. Department of the Navy, a military department of the United States.

N. National Security or Defense Purpose. An emergency circumstance where the President of the United States, the Secretary of Defense, or a combatant commander under 10 U.S.C section 164 directs a change to the mission supported by the use of the ROTH in support of emergency circumstances. National security or defense purposes do not include directed routine or non-routine changes to the mission supported by the use of the ROTH.

O. Project. The Timbermill Wind Project, which will consist of the 45 proposed wind turbines and 4 permanent meteorological (MET) towers identified on Attachment A by ASN or by substitute ASNs submitted in accordance with Section 10.A. of this agreement.

P. Project Owner. Timbermill Wind, LLC and its successors and assigns.

Q. Radar Adverse-impact Management (RAM). [RESERVED].

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

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

SECTION 3. MITIGATION.

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 to no more than 45 with a maximum height of 599 feet above ground level (AGL) and no more than 4 METs with a maximum height of 345 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.

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

C. Voluntary Contribution. [RESERVED]

D. Amendment of Applications. [RESERVED]

E. Objections.

1. The 45 wind turbines and four (4) METs have received a Determination of No Hazard from the FAA.

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 CFR section 77.35, then the DoD parties agree to deliver to the FAA "No Objection with Provisions" to such an extension as requested, provided that the affected ASNs are listed on Attachment A (as amended, if applicable, in accordance with Section 10.A), do not exceed the maximum height specified in Section 3.A, 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 45 for wind turbines and 4 METs, and a statement is incorporated into FAA's OE/AAA system referencing this agreement, referring to it by its title, the date executed and its signatories.

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 (except as provided in sections 6.B and 10.H of this agreement), provided that Project Owner is in material compliance with the terms of this agreement and that Project Owner has disclosed to the DoD parties in writing all material facts necessary to fully assess potential adverse impacts and all material facts relevant to other federal, state, or local regulatory entity jurisdictional matters.

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

G. Commencement of Operations Notification. Within thirty (30) days of completion of construction of the 45 wind turbines listed in Attachment A to this Agreement, the Project Owner will provide the MILDEP copies of the FAA form 7460-2, including the final coordinates for each turbine erected. The Project Owner will notify the MILDEP 30 days prior to the electricity generation commencement date, also known as the Commencement of Operations Notice.

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 the MILDEP, Project Owner agrees to immediately curtail wind turbine operations for a national security or defense purpose as defined in Section 2, paragraph (N), utilizing the Curtailment Communication Protocol set out in Attachment C. Such curtailment may not be requested except for a national security or defense purpose. Curtailment for a national security or defense purpose will be temporary in nature and extend only so long as is absolutely necessary to meet the discrete, temporary, and stated national security or defense purpose. This agreement in no way precludes Project Owner from seeking any available legal remedies for any curtailment associated with a national security emergency other than challenging the curtailment itself. Any request for curtailment under this subsection will be communicated by the MILDEP to the Project Owner and will include the releasable portions of the President's, the Secretary's, or the combatant commander's mission order.

D. Curtailment for Establishing Baselines. [RESERVED]

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

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

SECTION 5. REVIEW OF BUSINESS ENTITIES.

A. Protection of Defense Capabilities. It is a priority for the DoD Parties 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 ownership, control, or influence operating in the vicinity of those national defense capabilities and military operations. This agreement is structured to ensure the Project Owner may construct and operate the Project, while permitting the DoD Parties to continuously screen for, and when necessary, negotiate with the Project Owner to mitigate threats to national security posed by the access of any person or entity to the wind turbine structures and associated data systems in proximity to sensitive military activities.

B. Advance Notice.

1. Project Owner shall provide 30 days advance written notice to the MILDEP of the following:

a. The names of entities and persons having control of or a direct ownership interest in the Project.

b. The names of the material vendors, entities and persons, with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project.

c. The names of any foreign entities or persons being allowed to access the wind turbine structures and associated data systems.

2. For those entities and persons identified under paragraphs 5.B.1.a and 5.B.1.b, the MILDEP agrees to identify to Project Owner, no later than 30 days after the effective date of this agreement, any entity and person posing a security concern. For those entities and persons identified under paragraph 5.B.1.c, the MILDEP agrees to identify to Project Owner, no later than 30 days after the receipt of the name of any foreign entity and person being allowed to access the wind turbines and associated data systems, any entity and 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 entities 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 advance written notice of a potential new material vendor but need not wait 30 days if an unexpected situation arises for which employing services or vendors immediately is prudent for the operation of the Project.

SECTION 6. ASSIGNMENT.

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

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

SECTION 7. EFFECTIVE DATE AND EXPIRATION.

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

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

1. Construction of the Project has not commenced within the time prescribed under 14 CFR sections 77.33 and 77.35.
2. The Project is decommissioned.
3. The ROTHRE ceases operations. However, if the ROTHRE 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. [RESERVED]

SECTION 8. POINTS OF CONTACT AND NOTIFICATION.

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

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

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

2. MILDEP – Director, Forces Surveillance Support Center (FSSC), 1298 Olympic Avenue, Chesapeake, VA 23322-7930, Telephone: 757-421-8400

3. Project Owner – General Counsel, Apex Clean Energy, LLC, 120 Garrett Street, Suite 700, Charlottesville, VA 22902, Telephone 434-282-2113

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 RESOLUTIONS.

If a party believes that another party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other parties and provide the breaching party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach. Failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved parties as to whether a breach occurred, the involved parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the MILDEP at Forces Surveillance Support Center (FSSC). Disputes may be elevated, on the part of the DoD parties, to the Director for Energy and Environmental Readiness, Office of the Chief of Naval Operations, 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 Area shown in

Attachment B, and less than 100 feet in any cardinal direction, with no change to height or total numbers of Project wind turbines and METs as set forth in Section 3.A of this agreement, need only be signed by the MILDEP's and Project Owner's designated Project officers if filed with FAA within 12 months of the effective date of this agreement. However, changes greater than 100 feet in any cardinal direction from the location of the wind turbines listed in Attachment (A) to the Agreement require prior written agreement from the DoD and MILDEP. All substitute ASN's will reside within the Project Area shown in Attachment B.

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 North Carolina, 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. 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. 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:

Paul D. Cramer
Performing the Duties of the Assistant Secretary
of Defense for Energy, Installations, and
Environment

Date

FOR THE U.S. DEPARTMENT OF THE NAVY:

THOMPSON.ROBE
RT.E.1044046578

Digitally signed by
THOMPSON.ROBERT.E.104404
6578
Date: 2022.07.28 10:24:44 -04'00'

Robert E. Thompson
Deputy Assistant Secretary of the Navy
(Installations, Energy and Facilities)

July 28, 2022

Date

FOR TIMBERMILL WIND, LLC:

**BY: APEX CLEAN ENERGY FINANCE, LLC
ITS: SOLE MEMBER**

**BY: APEX GBR, LLC
ITS: SOLE MEMBER**

**BY: APEX CLEAN ENERGY HOLDINGS, LLC
ITS: MANAGER**



Ken Young
COO

5/25/2022

Date

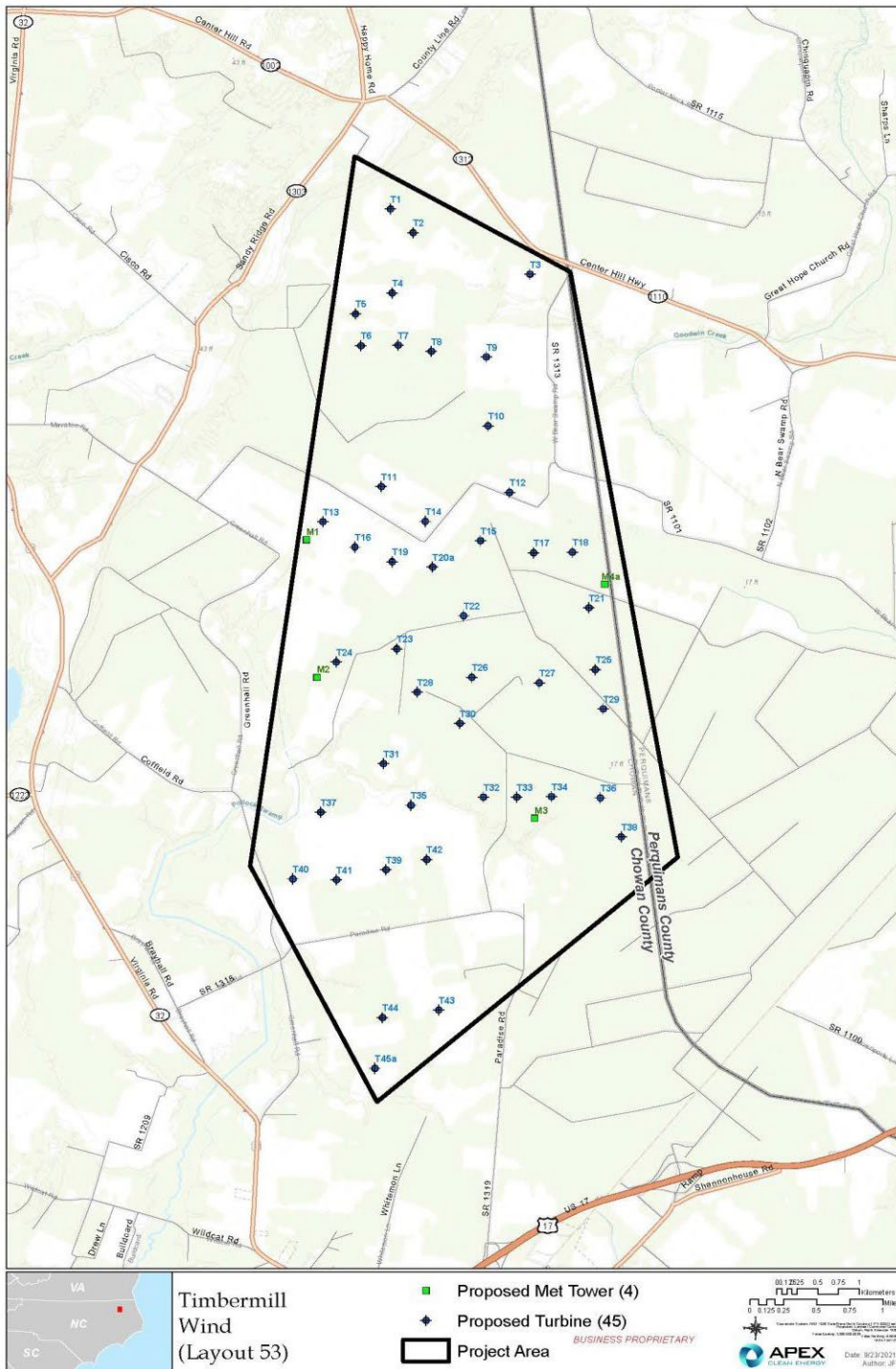
ATTACHMENT A
Federal Aviation Administration Filings

| ASN | City | State | Str. Type | Str. Name | AGL | Latitude | Longitude |
|------------------|---------|-------|--------------|-----------|-----|--------------|--------------|
| 2020-WTE-4840-OE | Edenton | NC | Wind Turbine | T1 | 599 | 36-12-09.32N | 76-36-28.18W |
| 2020-WTE-4841-OE | Edenton | NC | Wind Turbine | T2 | 599 | 36-11-59.46N | 76-36-17.40W |
| 2020-WTE-4842-OE | Edenton | NC | Wind Turbine | T3 | 599 | 36-11-41.31N | 76-35-21.34W |
| 2020-WTE-4843-OE | Edenton | NC | Wind Turbine | T4 | 599 | 36-11-34.99N | 76-36-28.26W |
| 2020-WTE-4844-OE | Edenton | NC | Wind Turbine | T5 | 599 | 36-11-26.81N | 76-36-46.31W |
| 2020-WTE-4845-OE | Edenton | NC | Wind Turbine | T6 | 599 | 36-11-13.74N | 76-36-44.06W |
| 2020-WTE-4846-OE | Edenton | NC | Wind Turbine | T7 | 599 | 36-11-13.60N | 76-36-25.94W |
| 2020-WTE-4847-OE | Edenton | NC | Wind Turbine | T8 | 599 | 36-11-10.72N | 76-36-10.08W |
| 2020-WTE-4848-OE | Edenton | NC | Wind Turbine | T9 | 599 | 36-11-07.96N | 76-35-43.40W |
| 2020-WTE-4849-OE | Edenton | NC | Wind Turbine | T10 | 599 | 36-10-39.73N | 76-35-43.48W |
| 2020-WTE-4850-OE | Edenton | NC | Wind Turbine | T11 | 599 | 36-10-15.94N | 76-36-35.84W |
| 2020-WTE-4851-OE | Edenton | NC | Wind Turbine | T12 | 599 | 36-10-12.33N | 76-35-33.81W |
| 2020-WTE-4852-OE | Edenton | NC | Wind Turbine | T13 | 599 | 36-10-02.11N | 76-37-04.56W |
| 2020-WTE-4853-OE | Edenton | NC | Wind Turbine | T14 | 599 | 36-10-01.29N | 76-36-15.01W |
| 2020-WTE-4854-OE | Edenton | NC | Wind Turbine | T15 | 599 | 36-09-52.91N | 76-35-48.57W |
| 2020-WTE-4855-OE | Edenton | NC | Wind Turbine | T16 | 599 | 36-09-51.44N | 76-36-49.38W |
| 2020-WTE-4856-OE | Edenton | NC | Wind Turbine | T17 | 599 | 36-09-47.40N | 76-35-22.85W |
| 2020-WTE-4857-OE | Edenton | NC | Wind Turbine | T18 | 599 | 36-09-47.30N | 76-35-04.16W |
| 2020-WTE-4858-OE | Edenton | NC | Wind Turbine | T19 | 599 | 36-09-45.19N | 76-36-31.64W |
| 2020-WTE-4860-OE | Edenton | NC | Wind Turbine | T21 | 599 | 36-09-24.38N | 76-34-56.77W |
| 2020-WTE-4861-OE | Edenton | NC | Wind Turbine | T22 | 599 | 36-09-22.28N | 76-35-57.56W |
| 2020-WTE-4862-OE | Edenton | NC | Wind Turbine | T23 | 599 | 36-09-09.51N | 76-36-30.36W |
| 2020-WTE-4863-OE | Edenton | NC | Wind Turbine | T24 | 599 | 36-09-04.66N | 76-36-59.79W |
| 2020-WTE-4864-OE | Edenton | NC | Wind Turbine | T25 | 599 | 36-08-59.18N | 76-34-54.41W |
| 2020-WTE-4865-OE | Edenton | NC | Wind Turbine | T26 | 599 | 36-08-57.07N | 76-35-54.37W |
| 2020-WTE-4866-OE | Edenton | NC | Wind Turbine | T27 | 599 | 36-08-54.19N | 76-35-21.77W |
| 2020-WTE-4867-OE | Edenton | NC | Wind Turbine | T28 | 599 | 36-08-51.60N | 76-36-21.06W |
| 2020-WTE-4868-OE | Edenton | NC | Wind Turbine | T29 | 599 | 36-08-42.92N | 76-34-51.14W |
| 2020-WTE-4869-OE | Edenton | NC | Wind Turbine | T30 | 599 | 36-08-38.39N | 76-36-00.76W |
| 2020-WTE-4870-OE | Edenton | NC | Wind Turbine | T31 | 599 | 36-08-22.67N | 76-36-38.23W |
| 2020-WTE-4871-OE | Edenton | NC | Wind Turbine | T32 | 599 | 36-08-08.05N | 76-35-50.18W |
| 2020-WTE-4872-OE | Edenton | NC | Wind Turbine | T33 | 599 | 36-08-07.75N | 76-35-33.99W |
| 2020-WTE-4873-OE | Edenton | NC | Wind Turbine | T34 | 599 | 36-08-07.62N | 76-35-17.27W |
| 2020-WTE-4874-OE | Edenton | NC | Wind Turbine | T35 | 599 | 36-08-05.44N | 76-36-25.36W |
| 2020-WTE-4875-OE | Edenton | NC | Wind Turbine | T36 | 599 | 36-08-06.54N | 76-34-53.61W |

| ASN | City | State | Str. Type | Str. Name | AGL | Latitude | Longitude |
|------------------|---------|-------|-----------------------|-----------|-----|--------------|--------------|
| 2020-WTE-4876-OE | Edenton | NC | Wind Turbine | T37 | 599 | 36-08-03.39N | 76-37-09.13W |
| 2020-WTE-4877-OE | Edenton | NC | Wind Turbine | T38 | 599 | 36-07-50.48N | 76-34-43.97W |
| 2020-WTE-4878-OE | Edenton | NC | Wind Turbine | T42 | 599 | 36-07-43.09N | 76-36-18.48W |
| 2020-WTE-4879-OE | Edenton | NC | Wind Turbine | T39 | 599 | 36-07-39.29N | 76-36-38.25W |
| 2020-WTE-4880-OE | Edenton | NC | Wind Turbine | T40 | 599 | 36-07-36.37N | 76-37-23.38W |
| 2020-WTE-4881-OE | Edenton | NC | Wind Turbine | T41 | 599 | 36-07-35.64N | 76-37-02.32W |
| 2020-WTE-4882-OE | Edenton | NC | Wind Turbine | T43 | 599 | 36-06-41.43N | 76-36-14.53W |
| 2020-WTE-4883-OE | Edenton | NC | Wind Turbine | T44 | 599 | 36-06-38.93N | 76-36-41.69W |
| 2021-WTE-2743-OE | Edenton | NC | Wind Turbine | T45a | 599 | 36-06-18.21N | 76-36-46.04W |
| 2021-WTE-3158-OE | Edenton | NC | Wind Turbine | T20a | 599 | 36-09-42.64N | 76-36-12.02W |
| 2021-WTE-3518-OE | Edenton | NC | Met Tower (w/WT Farm) | M1 | 345 | 36-09-54.94N | 76-37-12.78W |
| 2021-WTE-3519-OE | Edenton | NC | Met Tower (w/WT Farm) | M2 | 345 | 36-08-58.63N | 76-37-09.26W |
| 2021-WTE-3520-OE | Edenton | NC | Met Tower (w/WT Farm) | M3 | 345 | 36-07-59.00N | 76-35-25.55W |
| 2021-WTE-3621-OE | Edenton | NC | Met Tower (w/WT Farm) | M4a | 345 | 36-09-34.46N | 76-34-51.17W |

ATTACHMENT B

Timbermill Wind Project Map



ATTACHMENT C
Curtailed Communications Protocol

Section 1. Notices.

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

- A. DoD – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400
- B. MILDEP – Director, Forces Surveillance Support Center (FSSC), 1298 Olympic Avenue, Chesapeake, VA 23322-7930, Telephone 757-421-8400
- C. Project Owner – Timbermill Wind, LLC –
 - 1. Manager, Remote Operations Control Center (Primary), (434) 328-2305
 - 2. Director, Asset Management (Secondary), (207) 496-7949

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.

[RESERVED]

Section 3. Communications Protocol for Severe Thunderstorm Warnings and Watches.

[RESERVED]

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

[RESERVED]

Section 5. 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 Manager, Remote Operations Control Center (Primary): (434) 328-2305 or Director, Asset Management (Secondary): (207)

496-7949 and request immediate curtailment. 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 national security event is terminated and curtailment is no longer required.