

Pantego Wind Energy Project Agreement

This agreement ("Agreement") is entered into among Invenergy Wind Development LLC ("Invenergy"), the United States Department of Defense ("Department of Defense") and the United States Air Force ("Air Force") regarding the mitigation of the Pantego Wind Energy Project (the "Project"). Invenergy, the Department of Defense and the Air Force will be collectively referred to herein as the "Parties" or individually as a "Party".

1. Terms.

- (a) The Agreement will only apply to the Pantego Wind Energy Project as shown in EXHIBIT A.
- (b) No wind turbines shall be placed within four (4) nautical miles of the centerline of VR 84 as published in the AP 1 B.
- (c) The Department of Defense will file no objection with the Federal Aviation Administration for the 29 wind turbines that are proposed outside the four (4) nautical mile buffer. See EXHIBIT B and EXHIBIT C.
- (d) Invenergy will withdraw the Federal Aviation Administration applications for the wind turbines that are proposed inside the four (4) nautical mile buffer. See EXHIBIT B.
- (e) The Department of Defense will not file an objection with the Federal Aviation Administration pursuant to Section 358 of the Fiscal Year 2011 National Defense Authorization Act to any new turbines proposed by Invenergy that are located within the Pantego Project Outline area depicted in EXHIBIT A outside the boundaries of VR 84 as defined in the AP 1 B.
- (f) The Department of Defense will not file an objection with the Federal Aviation Administration pursuant to Section 358 of the Fiscal Year 2011 National Defense Authorization Act to any new turbines proposed by Invenergy that are located within the Area Allowable for Turbine Locations depicted in EXHIBIT C which is within the VR 084 but outside the four (4) nautical mile buffer.
- (g) The Department of Defense and the Air Force confirm that construction and operation of the Project, consistent with the terms of this agreement, does not result in a significant adverse impact on the mission, training, or operations of any major DoD installation or DoD Component in North Carolina, and will not submit any comments inconsistent with this Agreement as part of the permitting processes for the Project provided that Invenergy does not propose to construct

wind turbines with different height or operating characteristics than the turbines currently proposed.

- (h) Invenergy will work with the 4th Fighter Wing at Seymour Johnson Air Force Base to minimize impacts of turbines outside of the four (4) nautical mile buffer area.
- (i) The Parties shall not be bound by the terms and conditions of the Agreement in regard to any other wind projects.

2. Confidentiality.

Protection of confidential business information disclosed to the Department of Defense shall be governed by the Freedom of Information Act, 5 U.S.C. Section 552, and particularly the exemption to release contained in 5 U.S.C. Section 552(b)(4) regarding confidential commercial information obtained from a person. Invenergy asserts this exemption with respect to the Exhibits to this Agreement as well as any confidential business information disclosed in the course of the mitigation meetings with the Department of Defense, the Air Force, the North Carolina Department of Environment and Natural Resources, Beaufort County and Wayne County.

3. Counterparts; Execution and Delivery by Telecopier. This Agreement may be executed in one or more counterparts, all of which are to be considered one and the same agreement. This Agreement may be executed and delivered by the exchange of signatures by telecopier or email.

4. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina applicable to contracts made and to be performed in such State to the extent made applicable to the Department of Defense by federal law.

5. Representations and Warranties. Each of the Parties represents and warrants to the other Party that this Agreement (a) has been validly executed and (b) has been duly authorized by all corporate action necessary for the authorization thereof.

6. Assignment. Invenergy may assign all of its rights and obligations under this Agreement upon providing written notice to the other Parties, provided that the assignee accepts all such rights and obligations and agrees to be bound by them.

7. Notice. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid first-class mail, by facsimile or other means of electronic communication or by hand-delivery as hereafter provided.

If to Invenergy:

Invenergy Wind Development LLC
One South Wacker Drive, Suite 1900
Chicago, Illinois 60606
Fax: (312) 224-1444
Attention: Joe Condo, General Counsel

If to the United States Department of Defense:

Frank DiGiovanni
Director, Force Readiness and Training
Office of the Deputy Assistant Secretary of Defense (Readiness)
4000 Defense Pentagon, Room 1E532
Washington, D.C. 20301-4000

If to the Air Force:

Steve Zander
Director, Air Force Encroachment Program
Office of the Assistant Secretary of the Air Force (Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

Accepted and Agreed:

INVENERGY WIND DEVELOPMENT LLC

By: 

Title: _____

Bryan Schueler
Vice President

Date: _____

October 15, 2013



UNITED STATES DEPARTMENT OF DEFENSE

By: 

Title: _____

DIRECTOR, FORCE READINESS + TRAINING

Date: _____

6 JAN 14

UNITED STATES AIR FORCE

By: *Simply K Bridges*

Title: *Deputy Asst Sec of AF, Installations*

Date: *2 Jan 14*