

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Escrow Agreement”) dated December 7, 2020 is entered into by, between, and among Morgan County, Illinois; Road District # 8; Road District # 9; and Road District # 13 (individually referred to as a “Road Authority” and collectively as the “Road Authorities”); Lincoln Land Wind, LLC, a Delaware limited liability company, doing business as and referred to herein as “Lincoln Land;” and the Morgan County Treasurer (the “Escrow Agent”). The Road Authorities, Lincoln Land, and the Escrow Agent may each be referred to herein as a “Party” and together, as the “Parties.”

BACKGROUND RECITALS

- A. The Road Authorities and Lincoln Land have entered into Road Use Agreements dated December 7, 2020 (a "Road Use Agreement") for Lincoln Land’s use of the roads under the Road Authorities’ respective jurisdiction for the development, construction, operation, and maintenance of a wind energy generating facility known as the Lincoln Land Wind Farm (the “Project”).
- B. The Road Use Agreements require Lincoln Land to provide financial security to the Road Authorities in the form of an escrow account for the period Lincoln Land has limited access to the Local Roads during Winter 2021 to perform “Preliminary Work” as that term is defined in the Road Use Agreements.
- C. The Road Use Agreements require Lincoln Land to provide financial security to the Road Authorities during the Operations Phase of the Project as those terms are defined in the Road Use Agreements.
- D. Additionally, the Road Authorities desire to ensure that they will be reimbursed for attorney's fees, court costs and other expenses incurred by a Road Authority in enforcing the terms of a Letter of Credit if the Issuer improperly dishonors any demand presented by a Road Authority under the Letter of Credit and Lincoln Land has agreed to establish an escrow account for that purpose.
- E. The Escrow Agent is willing to establish an escrow account on the terms and subject to the conditions set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties hereto agree as follows.

1. Appointment of the Escrow Agent. Lincoln Land and the Road Authorities appoint the Escrow Agent as their agent for the purpose of receiving, depositing, and disbursing the funds on deposit in the Escrow Account (as defined below) and the Escrow Agent hereby accepts such designation and appointment and agrees to accept, deposit, and disburse on the terms hereof the funds that are delivered to it.

2. Establishment of the Escrow Account. The Escrow Agent shall (a) establish and maintain an interest bearing special segregated escrow account (the “Escrow Account”) in the name of “Lincoln Land for the benefit of the Lincoln Land Wind Project Road Authorities,” (b) receive cash deposits as described in Section 3 hereof; and (c) make disbursements of funds on deposit in the Escrow Account in accordance with the provisions of Section 4. The Escrow Agent agrees to maintain the Escrow Account pursuant to the terms and conditions of this Escrow Agreement until the Escrow Account is terminated in accordance with Section 7.
3. Initial Funding of the Escrow Account. Within three (3) business days of its execution of this Escrow Agreement, Lincoln Land shall cause to be wired to the Escrow Account in accordance with wire transfer instructions provided by the Escrow Agent, the sum of One Hundred Thousand Dollars (\$100,000.00) (the “Escrow Funds”). The Escrow Agent shall deposit the Escrow Funds in an account at a financial institution located in Morgan County, Illinois, and by the execution of this Escrow Agreement, the Parties agree that such funds will only be disbursed in accordance with the instructions set forth in this Escrow Agreement. The amount on deposit in the Escrow Account shall not be deemed to be the limit of Lincoln Land’s financial responsibilities under this Escrow Agreement. Should the fees, costs, and expenses incurred by the Road Authority to cure any defaults by Lincoln Land during the Preliminary Work phase or to enforce the terms of the Letter of Credit exceed the amount of the Escrow Funds, Lincoln Land shall remain liable for any additional fees, costs, and expenses as set forth in the Road Use Agreement. If a Road Authority, in an action to enforce the terms of the Letter of Credit, actually recovers attorney's fees, court costs, and other expenses from the Issuer, and such fees, court costs, and other expenses had previously been disbursed to the Road Authority from the Escrow Account pursuant to this Escrow Agreement, then the Road Authority will deposit such recovered sums in the Escrow Account to be held in accordance with the terms of this Escrow Agreement.
4. Disbursements from the Escrow Account. The Escrow Agent shall make disbursements from the Escrow Account for the following reasons.
 - (a) Upon receipt of a disbursement direction by the Road Authorities and Lincoln Land giving notice that a Letter of Credit has been delivered to each Road Authority and the amount on deposit in the Escrow Account can be reduced to Eighty Thousand Dollars (\$80,000.00). A disbursement direction shall be substantially in the forms of Exhibit A hereto.
 - (b) Upon receipt of a disbursement direction by the Road Authorities and Lincoln Land giving notice that the Operations Phase of the Project has expired and the Escrow Account can be closed, the Escrow Agent shall disburse all remaining funds, including any accrued interest, in the Escrow Account to Lincoln Land and shall close the Escrow Account. A disbursement direction shall be substantially in the form of Exhibit A hereto.
 - (c) Upon receipt of a disbursement direction by a Road Authority, in the form of the disbursement direction attached hereto as Exhibit B, directing the Escrow Agent to disburse Escrow Funds for attorney's fees, court costs and other expenses incurred and reasonably expected to be incurred by the Road Authority in curing a default by Lincoln Land during the Preliminary Work phase or in enforcing the terms of a Letter of Credit if

Issuer improperly dishonors any demand presented by a Road Authority under the Letter of Credit issued for the benefit of such Road Authority or in curing a default by Lincoln Land during the Operations Phase of the Project.

Disbursements shall be made within five (5) business days. Nothing in this Agreement will limit the Road Authority's rights under Section 5-111 of the Uniform Commercial Code as in effect in the State of Illinois.

5. Duties of the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Escrow Agreement.
 - (a) Within five (5) business days of receipt of a statement from the financial institution where the Escrow Account is established, the Escrow Agent will mail to Lincoln Land a copy of the bank statement received by the Escrow Agent.
 - (b) The Escrow Agent shall not be under any duty to give the amounts on deposit in the Escrow Account any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder.
 - (c) The Escrow Agent shall not be required to inquire as to its performance or observation of any obligation, term, or condition under any other agreement or arrangement between Lincoln Land and a Road Authority.
 - (d) The Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instructions, instruments, documents, or other items delivered to it by any Party, and the Escrow Agent shall be fully protected in acting in accordance with any written direction or instructions given to it under, or pursuant to, this Escrow Agreement and believed by it to be authentic unless it shall have been guilty of gross negligence or willful misconduct.
 - (e) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than retaining the amounts on deposit in the Escrow Account, unless the Escrow Agent receives (i) written instructions, signed on behalf of the Party who delivered the ambiguous or uncertain notice, instruction, or other communication originally, which eliminates such ambiguity or uncertainty or (ii) security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses it may incur by reason of so acting.
 - (f) The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Escrow Agreement may arise. The Escrow Agent shall be under no liability to any Party hereto by reason of any failure on the part of any Party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for amendments to this Escrow Agreement, and except for notices or instructions to the

Escrow Agent under this Escrow Agreement, the Escrow Agent shall not be obligated to recognize any agreement to which Lincoln Land or a Road Authority is a party, notwithstanding that references thereto may be made herein and whether or not the Escrow Agent has knowledge thereof.

- (g) The Escrow Agent shall not be bound by any waiver, modification, termination, or rescission of this Escrow Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper Party or Parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto.
- (h) This Agreement shall not be deemed to create a fiduciary relationship among the Parties hereto under state or federal law.
- (i) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Escrow Agreement or for any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any Party other than the Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Escrow Agreement.
- (j) The Escrow Agent shall be and is hereby released from any and all liability for any disbursement of any amounts as may be made by the Escrow Agent in accordance with a Road Authority's instructions or direction pursuant to the terms and conditions of this Escrow Agreement, other than liability incurred as a result of its gross negligence or willful misconduct.
- (k) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.
- (l) The Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Escrow Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel except as a result of the Escrow Agent's gross negligence or willful misconduct.

6. Resignation or Removal of the Escrow Agent.

- (a) The Road Authorities may remove and replace the Escrow Agent at any time, with the written consent of the Lincoln Land, by giving to the Escrow Agent and Lincoln Land thirty (30) calendar days' prior written notice, which notice shall include the name of the successor Escrow Agent, if any, and if no successor Escrow Agent has been selected, the Road Authorities and Lincoln Land shall jointly select a successor. If the Road Authorities and Lincoln Land cannot agree as to a successor Escrow Agent within a

reasonable time period a Party may apply to a court of competent jurisdiction for such appointment.

- (b) The Escrow Agent may resign at any time by giving to the Road Authorities and Lincoln Land sixty (60) calendar days' prior written notice. A resignation shall not become effective until a successor Escrow Agent has been appointed. Within thirty (30) calendar days after the Road Authorities' and Lincoln Land's receipt of the foregoing notice of resignation from the Escrow Agent, the Road Authorities, with the written consent of Lincoln Land, shall appoint a successor Escrow Agent. If a successor Escrow Agent has not accepted such appointment by the end of such thirty (30) day period, the Escrow Agent may apply to a court of competent jurisdiction located in Morgan County for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by Lincoln Land. Any successor Escrow Agent must be a creditworthy banking institution that is reasonably acceptable to the Road Authorities and Lincoln Land.
- (c) Upon receipt of notice of the identity of the successor Escrow Agent, the Escrow Agent shall immediately deliver the funds on deposit in the Escrow Account then held hereunder to the successor Escrow Agent or otherwise cooperate with the successor Escrow Agent so that the successor Escrow Agent has authority over the account where the Escrow Funds are on deposit. Upon delivery of the funds on deposit in the Escrow Account to the successor Escrow Agent or transfer of authority over the Escrow Account, the Escrow Agent shall have no further duties, responsibilities, or obligations hereunder.

7. Termination. This Escrow Agreement shall terminate (a) upon the release of all funds on deposit in the Escrow Account to either a Road Authority (or Road Authorities depending upon the existing circumstances) or Lincoln Land in accordance with Section 4 of this Agreement or (b) upon notice from the Road Authorities that the Escrow Account is no longer needed pursuant to the terms of the Road Use Agreements.

8. Miscellaneous.

- (a) The Recitals set forth above are hereby incorporated herein and made a part of this Escrow Agreement.
- (b) Section headings contained in this Escrow Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Escrow Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.
- (c) Lincoln Land shall reimburse the Escrow Agent for all reasonable and customary fees or costs incurred by the Escrow Agent.
- (d) Lincoln Land agrees to indemnify and hold the Escrow Agent harmless against any liabilities, losses, claims, damages, and expenses, including reasonable attorneys' fees,

the Escrow Agent may incur by reason of or under this Agreement other than as a result of willful misconduct or gross negligence of the Escrow Agent.

- (e) Any capitalized term used but not defined herein shall have the meaning given to such term in the Road Use Agreement.
- (f) This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Escrow Agreement by electronic mail shall be as effective as delivery of a manually signed counterpart to this Escrow Agreement.
- (g) If any provision of this Escrow Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Escrow Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- (h) This Escrow Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Escrow Agreement supersedes any prior agreements or understandings by and between the Parties. Any amendment or modification to this Escrow Agreement must be made in writing. This provision may not be orally waived.
- (i) The notice provisions and Parties' addresses as set forth in the Road Use Agreement shall apply to this Escrow Agreement as if set forth *verbatim* herein. Notices to the Escrow Agent shall be addressed as follows:

Morgan County Treasurer
300 W. State Street
Jacksonville, IL 62650

- (j) This Escrow Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Escrow Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions. Any disputes arising out of, related to, or connected with this Escrow Agreement shall be litigated in the Circuit Court for the Seventh Judicial Circuit, Morgan County, Illinois.
- (k) This Escrow Agreement shall be deemed to have been prepared by Lincoln Land and shall be construed against Lincoln Land as the drafter, preparer, and producer of the language herein.

IN WITNESS WHEREOF, the parties hereto executed this Escrow Agreement as of the first date hereinabove written.

(SIGNATURES ON FOLLOWING PAGE)

Morgan County, Illinois

By: _____
Name: Brad Zeller
Title: Chairman, County Commissioners

Attest:

By: _____
Jill Waggener, County Clerk

Lincoln Land Wind, LLC,
a Delaware limited liability company

By: _____
Name: Ken Young
Title: Chief Operating Officer of the Sole
Member of the Sole Member of Lincoln Land
Wind, LLC

County of Albemarie)
) ss
State of Virginia)

Road District # 8

By: _____
Bill Critchelow
Highway Commissioner

Road District # 9

By: _____
Joe Wood
Highway Commissioner

Road District # 13

By: _____
Terry Treece
Highway Commissioner

ESCROW AGENT:

By: _____
Kim Mitchell

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Ken Young, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his capacity as Chief Operating Officer of the Sole Member of the Sole Member of Lincoln Land Wind, LLC, he signed and delivered said instrument as the free and voluntary act of said company and in sole managing member.

Given under my hand and notarial seal December ____, 2020.

Notary Public

EXHIBIT A: DIRECTION TO ESCROW AGENT PER SECTIONS 4(a) and 4(b)

INSERT DATE

Morgan County Treasurer
300 W. State Street
Jacksonville, IL 62650

Dear Treasurer:

The undersigned, on behalf of [Road Authority] (the “Road Authority”) and Lincoln Land Wind, LLC, referred to herein as “Lincoln Land,” respectively, hereby certify to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated December 7, 2020 and entered into by you, the Road Authorities and Lincoln Land as follows herein.

(Select as appropriate)

A Letter of Credit has been issued to each Road Authority in accordance with the respective road use agreements entered into by Lincoln Land with each Road Authority. Accordingly, the amount of the Escrow Account can be reduced to Eighty Thousand Dollars (\$80,000.00). Set forth below are wiring instructions for the transfer of funds to Lincoln Land.

OR

The Operations Phase of the Project has expired and the Escrow Account can be closed. You are hereby directed to disburse all remaining funds, including any accrued interest and less any wire transfer fees, in the Escrow Account to Lincoln Land and to close the Escrow Account. Set forth below are wiring instructions for the transfer of funds to Lincoln Land.

[INSERT IF APPROPRIATE] Funds requested hereby shall be wire transferred to Lincoln Land in accordance with the following instructions:

IN WITNESS WHEREOF, the undersigned have executed and delivered this [disbursement or adjustment] direction on _____, 20 .

[Road Authority]

By _____
Name _____
Title: County Engineer or County
Board Chairman

Lincoln Land Wind, LLC

By: _____
Name _____
Title: _____

INSERT SIGNATURE LINES FOR ROAD DISTRICT # 8, # 9, and # 13

EXHIBIT B: DISBURSEMENT DIRECTION UNDER SECTION 4(c)

INSERT DATE

Morgan County Treasurer
300 W. State Street
Jacksonville, IL 62650

Copy to:

Lincoln Land Wind, LLC
310 4th Street NE, Suite 300
Charlottesville, VA 22901
ATTN: General Counsel

Dear INSERT NAME:

The undersigned, on behalf of [Road Authority] (the "Road Authority") hereby certifies to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated December [], 2020, and entered into by you, the Road Authority and Lincoln Land Wind, LLC ("Lincoln Land") as follows herein.

A) In accordance with the terms and conditions of the Road Use Agreement, the Road Authority provided notice of a default to Lincoln Land [prior to the issuance of a Letter of Credit for the benefit of the Road Authority] [during the Operations Phase of the Project] and Lincoln Land failed to cure the default in accordance with Section 6(G)(1) of the respective Road Use Agreement(s)

OR

A) The Issuer of the Letter of Credit for the benefit of the Road Authority improperly dishonored a Draw Request made by the Road Authority.

B) The Road Authority has incurred expenses, including attorney's fees, to cure Lincoln Land's breach and will incur additional expenses and fees OR The Road Authority has incurred attorney's fees, court costs, or other expenses to obtain payment under the Letter of Credit by Issuer and will incur additional fees, costs, and expenses OR Lincoln Land failed to make a payment due to the Road Authority during the Operations Phase of the Project.

Based on the foregoing, the Road Authority hereby demands under the Escrow Agreement payment of INSERT AMOUNT Dollars (\$ _____), which amount does not exceed the available amount in the Escrow Account as of the date hereof.

Funds requested hereby shall be wire transferred to the Road Authority in accordance with the following instructions: For other delivery directions as appropriate]

IN WITNESS WHEREOF, the undersigned has executed and delivered this disbursement direction on _____, 20_.

[Road Authority]

By _____

Name _____

Title: County Engineer or County Board Chairman or Highway Commissioner

Copies to: OTHER ROAD AUTHORITIES