

SCHEDULE A
BANK FEE SCHEDULE



October 19, 2020

Triple H Wind Project, LLC

*SCHEDULE OF FEES FOR SERVICES AS AGENT FOR A DECOMMISSIONING TRUST
WITH THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION*

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Director
Citi Agency and Trust
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SCHEDULE OF FEES

Escrow Agent/Account Bank Role	Fees
<u>Acceptance Fee</u>	
To cover the acceptance under the pertinent document(s), including all relevant roles and appointments as well as the review of the supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group, as necessary.	WAIVED
<u>Annual Administration Fee</u>	
To cover the administrative functions of the Agent under the Agreement(s), including the establishment and maintenance of the account(s), safekeeping of assets, maintenance of the records, execution and administration of the Agreement(s) provisions, and other duties required of the agent under the terms of the Agreement(s).	\$10,000
<u>Legal Fee</u>	
To cover the review of legal documents by Citibank's Agency & Trust outside counsel, if necessary.	At Cost (if necessary)
<u>Amendment Fee</u>	
To cover the administrative and legal functions of amending the Agreements. Fee to be mutually agreed upon prior to review by Citi of any amendment.	At Cost

This Schedule of Fees is based upon the below Assumptions:

- All documentation subject to standard Citi internal reviews and deal committee approvals.
- Any legal fees incurred (if necessary) will be paid by the client.
- All fees to be paid annually in advance.
- Establishment of single account to hold funds on deposit in connection with a decommissioning trust; to meet requirements as set forth by the State of South Dakota PUC (public utility commission)
- Initial deposit estimated to be around \$460,000; with total deposit size expected to max out at ~\$6.9mm
- Funds to be held for approximately 30 years.
- Funds are payable annually, and based upon all deposits being invested.
- Investment yields currently offered at 5 basis points, if placed into Citi DDA product; or prevailing Money Market Fund rates (list provided upon request).
- All rates of return are subject to future Fed FOMC rate adjustments; and subject to change with 30 days notice.
- All fees and expenses shall be free and clear of any and all present and future taxes (including, without limitation, value-added taxes (VAT), withholding taxes, duties, levies, imposts, deductions, stamp and assessments).

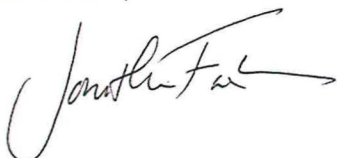
The above schedule of fees does not include reasonable charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform in either an agency or fiduciary capacity. Fees are also subject to Citibank's satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this transaction is subject to internal approval (including Know Your Customer) of all parties depositing moneys into the accounts and able to direct the agent. Should this schedule of fees be accepted and agreed upon, and work commenced on this transaction but subsequently halted and the transaction described not consummated within 60 days, any Acceptance Fee and Legal Fee incurred, if any, will still be payable in full to Citibank. This Fee Schedule is offered for and applicable to the transaction described, and is guaranteed for sixty days from the date on this proposal. After sixty days, this offer can only be extended in writing.

In accordance with US regulations regarding anti-money laundering and terrorist financing, Federal law requires Citibank to obtain, verify and record information that identifies each business or entity that opens an account or establishes a relationship with Citibank. What this means for you: when you open an account or establish a relationship, we will ask for your business name, a street address and a tax identification number that Federal law requires us to obtain. In accordance with the Unlawful Internet Gambling Act (the "Act"), Citibank, N.A. accounts or other Citibank, N.A. facilities in the United States may not be used to process "restricted transactions" as such term is defined in U.S. 31 CFR Section 132.2(y). We appreciate your cooperation.

This fee letter will be governed by and construed in accordance with the internal laws of the State of New York.

Citibank may wish to refer to this transaction for marketing purposes, both internally and externally, without disclosing any confidential or sensitive non-publicly available information. By signing this proposal, you consent to Citibank's use of this information, including company names and logos at its sole discretion. If you wish to withdraw your consent for Citibank to use any information externally, then please mark this box .

Signed:
CITIBANK, N.A.



(Signature)

Jonathan Farber
Director

Agreed and Accepted:
TRIPLE H WIND PROJECT, LLC

Jonathan Koehn

(Signature)

Jonathan Koehn Vice President

(Print Name & Title)

10/28/2020

(Date)

JP