

## ESCROW AGREEMENT

This Escrow Agreement, dated as of \_\_\_\_\_, 2020 (this "Agreement"), is by and among **Tatanka Ridge Wind, LLC**, an Oregon limited liability company and its parent, **Avangrid Renewables LLC** (jointly, "Depositor"); **South Dakota Public Utilities Commission** ("Beneficiary"); and **U.S. Bank National Association**, a national banking association, as escrow agent hereunder ("Escrow Agent").

### BACKGROUND

- A. Tatanka Ridge Wind, LLC seeks certain condition amendments related to the Tatanka Ridge Wind Project. As a condition of the Beneficiary approving the condition amendments, Tatanka Ridge Wind, LLC is required to create an escrow account for decommissioning purposes and the escrow account is to pay out as decommissioning costs are incurred and paid.
- B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it (if any) and the earnings thereon, in accordance with the terms of this Agreement.
- C. Depositor and Beneficiary have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent under this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"*Business Day*" shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 16 is open for general banking purposes.

"*Escrow Funds*" shall mean the funds deposited with Escrow Agent by Depositor pursuant to Section 4 of this Agreement (if any) from time to time, together with any interest and other income thereon.

"*Escrow Account*" shall mean the account established by Escrow Agent to hold the Escrow Funds. Depositor shall be deemed the owner of the Escrow Account, subject to the terms hereof.

"*Indemnified Party*" shall have the meaning set forth in Section 11.

"*IRS*" means the United States Internal Revenue Service.

"*Beneficiary Representative*" shall mean the person(s) so designated on Schedule C hereto or any other person designated, in a writing signed by Beneficiary and delivered to Escrow Agent and Depositor Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"*Depositor Representative*" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Depositor and delivered to Escrow Agent and Beneficiary Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"*Representatives*" shall mean Depositor Representatives and/or Beneficiary Representatives.

"*Beneficiary Written Direction*" shall mean a written direction executed by a Beneficiary Representative directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

"*Joint Written Direction*" shall mean a written direction executed both by a Depositor Representative and a Beneficiary Representative directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

"*Written Direction*" shall mean either a Beneficiary Written Direction or a Joint Written Direction.

2. Appointment of and Acceptance by Escrow Agent. Depositor and Beneficiary hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt of Escrow Funds in accordance with Section 4 below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Agreement.

3. Permit. Depositor and Beneficiary acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the permit conditions, (ii) all references in this Agreement to the permit conditions are solely for the convenience of Depositor and Beneficiary, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

4. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Agreement, Depositor will make an annual deposit into the Escrow Account in the amount of Two Hundred Eighty Thousand Dollars (\$280,000.00), as the initial Escrow Funds hereunder at least sixty days prior to the declaration of commercial operation of the project. Deposits shall stop once the Escrow Account has funds sufficient to cover the latest decommissioning estimate. Depositor may deposit additional funds into the Escrow Account from time to time. All interest and other earnings on the Escrow Funds (if any) shall become a part of the Escrow Funds for all purposes.

5. Disbursements of Escrow Funds.

a. Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction.

b. Escrow Agent shall disburse Escrow Funds to Beneficiary at any time and from time to time, upon receipt of, and in accordance with, a Beneficiary Written Direction.

c. Each Written Direction shall be substantially in the form of Attachment 1 hereto or other form acceptable to Escrow Agent. Each Written Direction shall contain complete payment instructions, including wiring instructions or an address to which a check shall be sent. Prior to any disbursement, Escrow Agent shall have received reasonable identifying information

regarding Beneficiary (or other recipient, if applicable) such that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed IRS Form W-9.

6. Suspension of Performance; Disbursement into Court. If at any time, (i) there shall exist any dispute between Depositor, Beneficiary or the Representatives with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Depositor and Beneficiary have not, within 10 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 8 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed; or

b. petition (by means of an interpleader action or any other appropriate method), at Depositor's cost, any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds.

Escrow Agent shall have no liability to Depositor, Beneficiary or the Representatives, their respective owners, shareholders or members, or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

7. Investment of Funds.

Based upon Depositor's and Beneficiary' prior review of investment alternatives, Escrow Agent is directed to invest and reinvest the Escrow Funds in the investment indicated on Schedule B hereto.

8. Resignation or Removal of Escrow Agent.

a. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) business days prior written notice to Depositor and Beneficiary specifying a date when such resignation shall take effect. After such specified date, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent or receipt of a Joint Written Instruction. Similarly, Escrow Agent may be removed at any time by Depositor and Beneficiary giving at least thirty (30) days prior written notice to Escrow Agent specifying the date when such removal shall take effect.

b. Upon any such notice of resignation or removal, prior to the effective date thereof, Depositor and Beneficiary jointly either shall (i) appoint a successor Escrow Agent hereunder, or (ii) deliver a Joint Written Instruction as to how Escrow Agent should disburse all of the Escrow Funds. If Depositor and Beneficiary fail to appoint a successor Escrow Agent or deliver such a Joint Written Instruction within such time, Escrow Agent shall interplead the Escrow Funds in accordance with paragraph 6(b) above. If a successor Escrow Agent is appointed, the retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

9. Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall become the successor Escrow Agent.

10. Liability of Escrow Agent.

a. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of the permit conditions or any other agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein. Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that any such loss, liability, or expense may result from Escrow Agent's gross negligence or willful misconduct. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same.

b. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Agreement or the permit conditions, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult with its counsel or other counsel satisfactory to it concerning any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable and shall be fully indemnified by Depositor for any action taken, suffered or omitted by it in good faith upon the advice of such counsel. Depositor and Beneficiary agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may

be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder.

c. Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

#### 11. Indemnification of Escrow Agent.

a. From and at all times after the date of this Agreement, Depositor shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person (including without limitation Depositor or Beneficiary), whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Depositor further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the successful enforcement of Depositor's indemnification obligations hereunder and Depositor agrees to reimburse each Indemnified Party for all such cost incurred, including without limitation reasonable attorney's fees, by such Indemnified Party in connection with the unsuccessful enforcement of Depositor's indemnification obligation hereunder. The obligations of Depositor under this Section 11 shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

b. The payment by Depositor of any claim by one or more Indemnified Parties for indemnification shall not impair, limit, modify, or affect, as between Depositor and Beneficiary, the respective rights and obligations of Depositor and Beneficiary under the permit

conditions.

12. Compensation of Escrow Agent.

Depositor shall compensate Escrow Agent on demand for its services hereunder in accordance with Schedule A attached hereto. The obligations of Depositor under this Section 12 shall survive any termination of this Agreement and the resignation or removal of Escrow Agent. Absent its gross negligence, intentional misconduct or breach of this Agreement, in no circumstance shall Beneficiary have any obligation to pay any amount to Escrow Agent arising out of or under this Agreement. The obligations of Depositor under this Section shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent.

13. Representations and Warranties. Depositor and Beneficiary each respectively make the following representations and warranties to Escrow Agent:

a. It has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms; and

b. Each of the applicable persons designated on Schedule C attached hereto has been duly appointed to act as authorized representatives hereunder and individually have full power and authority to execute and deliver any Written Direction, to amend, modify or waive any provision of this Agreement, and to take any and all other actions as authorized representatives under this Agreement, all without further consent or direction from, or notice to, it or any other party, provided that any change in designation of such authorized representatives shall be provided by written notice delivered to each party to this Agreement.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties acknowledge that a portion of the identifying information set forth herein is being requested by Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and each agrees to provide any additional information requested by Escrow Agent in connection with the Act or any other legislation or regulation to which Escrow Agent is subject, in a timely manner.

15. Direct Damages Only. **IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS AGREEMENT OR FOR ANY FAILURE OR PERFORMANCE RELATED HERETO HOWSOEVER CAUSED.**

16. Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing (provided that all such communications to Escrow Agent must be manually signed by the sender), in English, and shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt, or (v) via email. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 16, acknowledges having received that email (with an automatic “read receipt” or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 16). Such notices shall be sent to the applicable party or parties at the address specified below:

- If to Depositor or a Depositor Representative at:

Toan Nguyen  
Deputy General Counsel  
1125 NW Couch, Suite 700  
Portland, OR 97209  
E-mail: toan.nguyen@avangrid.com

with a copy to:

Contracts Administration  
Tatanka Ridge Wind, LLC  
1125 NW Couch, Suite 700  
Portland, OR 97209

- If to Beneficiary or a Beneficiary Representative at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- If to Escrow Agent at:

U.S. Bank National Association, as Escrow Agent  
Attn: Global Corporate Trust Services  
555 SW Oak Street, PD-OR-P7TD,  
Portland, OR 97204  
Facsimile: 503.464.4155  
E-mail: linda.mcconkey@usbank.com

and to:

U.S. Bank National Association  
Attn: Christine Boening  
Trust Finance Management  
60 Livingston Avenue, EP-MN-WS3T  
St Paul, MN 55107  
Phone: 651-466-6085  
Facsimile: 651-312-2599  
E-mail: Christine.Boening@usbank.com

or to such other address as any party may designate for itself by like notice. Unless otherwise provided herein notices shall be deemed to have been given on the date received. Depositor and Beneficiary agree to assume all risks arising out of the use of electronic methods to submit Written Directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

17. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule C hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's or Beneficiary's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Depositor and Beneficiary agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor or Beneficiary to identify (a) beneficiary, (b) beneficiary's bank, or (c) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the intended beneficiary being paid, or the transfer of funds to a bank other than the intended beneficiary's bank or an intermediary bank designated. Depositor and Beneficiary acknowledge that these optional security procedures are commercially reasonable.

18. Amendment, Waiver and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of



this Agreement, or of such terms and conditions on any other occasion. Except as provided in Sections 8 and 9 hereof, this Agreement may not be assigned by any party without the written consent of the other parties.

19. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of South Dakota without giving effect to the conflict of laws principles thereof. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of South Dakota in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts, and (d) waives any right to trial by jury in any action in connection with this Agreement.

21. Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds. Except as provided in Section 11, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22. Execution in Counterparts, Facsimiles. This Agreement and any Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The delivery of copies of this Agreement and any Joint Written Instruction and their respective signature pages by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

23. Termination. This Agreement shall terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

24. Dealings. Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell, and deal in any of the securities of Depositor or Beneficiary and become pecuniarily interested in any transaction in which Depositor or Beneficiary may be interested, and contract and lend money to Depositor or Beneficiary and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for Depositor or Beneficiary or for any other entity.

25. Brokerage Confirmation Waiver. Depositor and Beneficiary acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant either the right to receive brokerage confirmations for certain security transactions as they occur, Depositor and Beneficiary specifically waive receipt of such confirmations to the extent permitted

by law. Escrow Agent will furnish Depositor and Beneficiary periodic, or when requested, cash transaction statements that include detail for all investment transactions made by Escrow Agent.

26. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Agreement. Depositor and Beneficiary shall consult with independent counsel concerning any and all tax matters arising herefrom. Depositor and Beneficiary shall provide Escrow Agent a Form W-9, as applicable, for each payee, together with any other reasonable documentation and information requested by Escrow Agent in connection with Escrow Agent's reporting obligations under applicable IRS regulations. If such tax documentation is not so provided, Escrow Agent shall withhold taxes as required by the IRS. Beneficiary and Depositor have determined that any interest or income on Escrow Funds shall be reported on an accrual basis and deemed to be for the account of Depositor. Depositor and Beneficiary shall prepare and file all required tax filings with the IRS and any other applicable taxing authority; provided that the parties further agree that:

a. Depositor shall accurately provide Escrow Agent with all information requested by Escrow Agent in connection with the preparation of all applicable Form 1099 and Form 1042-S documents with respect to all distributions as well as in the performance of Escrow Agent's reporting obligations under this Agreement.

b. Depositor agrees to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement, (ii) request Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold Escrow Agent harmless pursuant to Section 11 hereof from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any.

c. To the extent that IRS imputed interest regulations apply, Depositor shall so inform Escrow Agent, provide Escrow Agent with all imputed interest calculations and direct Escrow Agent to disburse imputed interest amounts as Depositor deems appropriate. Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information.

27. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR (2) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY SUCH PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES TO THIS AGREEMENT, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR

OTHERWISE. EACH OF THE PARTIES HERETO HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT EACH HAS REVIEWED OR HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS RESPECTIVE LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A CONSENT BY ALL PARTIES TO A TRIAL BY THE COURT.

28. Publicity. No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

Depositor:

**Tatanka Ridge Wind, LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Avangrid Renewables, LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Beneficiary:

**South Dakota Public Utilities Commission**

By: \_\_\_\_\_  
Name:  
Title:

Escrow Agent:

**U.S. Bank National Association**

By: \_\_\_\_\_  
Linda A. McConkey, Vice President

## SCHEDULE A

### Schedule of Fees for Services as Escrow Agent

01010	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time fee, payable at closing.  U.S. Bank Corporate Trust Services reserves the right to refer any or all escrow documents for legal review before execution. Legal fees (billed on an hourly basis) and expenses for this service will be billed to, and paid by, Depositor. If appropriate and upon request by the customer, U.S. Bank Corporate Trust Services will provide advance estimates of these legal fees.	\$750.00
04480 I	<b>Administration Fee.</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	\$1,000.00
	<b><i>Direct Out of Pocket Expenses</i></b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b><i>Extraordinary Services</i></b> Extraordinary services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to Depositor directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

## **SCHEDULE B**

### **Investment Authorization Form**

#### **U.S. BANK MONEY MARKET DEPOSIT ACCOUNT**

##### **Description and Terms**

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its Corporate Trust customers. U.S. Bank’s Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

##### **Automatic Authorization**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

**SCHEDULE C**

**- REPRESENTATIVES -[To Be Updated]**

A. Each of the following persons is a **Depositor Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf (only one signature required):

<u>Alvaro Ortega</u> Name	_____	<u>207-629-1252</u> Telephone No.
	Specimen signature	
<u>Doris Bernardi</u> Name	_____	<u>203-499-2230</u> Telephone No
	Specimen signature	
<u>Howard Coon</u> Name	_____	<u>207-629-1280</u> Telephone No
	Specimen signature	
<u>Scott Tremble</u> Name	_____	<u>207-629-1290</u> Telephone No
	Specimen signature	
<u>Felix Morck</u> Name	_____	<u>207-629-1285</u> Telephone No
	Specimen signature	

B. Each of the following person(s) is a **Beneficiary Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Beneficiary's behalf (only one signature required):

<u>Mark Breeese</u> Name	_____	<u>(303) 571-7208</u> Telephone No
	Specimen signature	
<u>Karen Hyde</u> Name	_____	<u>(303) 294-2377</u> Telephone No
	Specimen signature	
<u>Brian Van Abel</u> Name	_____	<u>(612) 330-7816</u> Telephone No
	Specimen signature	

**ATTACHMENT 1**

**FORM OF WRITTEN DIRECTION**

U.S. Bank National Association, as Escrow Agent  
Attn: Global Corporate Trust Services  
555 SW Oak Street, PD-OR-P7TD,  
Portland, OR 97204

Re: ESCROW AGREEMENT made and entered into as of [ ] by and among Tatanka Ridge Wind, LLC and Avangrid Renewables, LLC (collectively, "Depositor"), South Dakota Public Utilities Commission ("Beneficiary"), and U.S. Bank National Association, in its capacity as escrow agent ("Escrow Agent").

Pursuant to Section 5 of the above-referenced Escrow Agreement, [Depositor and Beneficiary] [Beneficiary] hereby instruct(s) Escrow Agent to disburse the amount of [\$\_\_\_\_\_] from the Escrow Account to [Beneficiary], as provided below:

Recipient: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account No.: \_\_\_\_\_

**South Dakota Public Utilities Commission**

**[Tatanka Ridge Wind, LLC]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[By: \_\_\_\_\_]  
[Name: \_\_\_\_\_]  
[Title: \_\_\_\_\_]

Date: \_\_\_\_\_

[Date: \_\_\_\_\_]