

Execution Version**ESCROW AGREEMENT**

This Escrow Agreement, dated as of July 31, 2018 ("**Agreement**"), is by and among: W [REDACTED] Power, LLC, a Delaware limited liability company ("**Buyer**"); [REDACTED] Power Company, an Ohio corporation ("**Bay Shore**"); [REDACTED], LLC, an Ohio limited liability company ("**FEG**," and together with Bay Shore, the "**Sellers**," and each individually, a "**Seller**"); and U.S. Bank National Association, a national banking association ("**Escrow Agent**").

BACKGROUND

A. Buyer and Sellers have entered into an Asset Purchase Agreement (the "**Underlying Agreement**"), dated as of March 9, 2018, pursuant to which Buyer is purchasing certain assets and assuming certain liabilities from Sellers. The Underlying Agreement provides that Buyer shall deposit the Escrow Property (defined below) in a segregated escrow account to be held by Escrow Agent as collateral for the indemnification obligations undertaken by Sellers pursuant to the Underlying Agreement.

B. Buyer and Sellers desire to appoint Escrow Agent to act, and Escrow Agent has agreed to act, as escrow agent hereunder and, in that capacity, to accept, hold, and disburse the Escrow Property in accordance with, and subject to, the terms of this Agreement.

C. Buyer and Sellers have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Agreement.

D. Buyer and Sellers acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Underlying Agreement, (ii) all references in this Agreement to the Underlying Agreement are solely for the convenience of Buyer and Sellers, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in 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:

"Acceptable Bank" means (a) Citibank, N.A. and (b) any other bank determined by Bay Shore and Buyer to have an unsecured bond rating equivalent to A- or better as determined by Standard & Poor's Financial Services LLC, a division of S&P Global or A3 or better as determined by Moody's Investor Service, Inc., in each case without a "negative watch" or "negative" outlook status.

"Bay Shore Representative" means the person(s) so designated on Schedule C attached hereto or any other person designated in a written notice signed by Bay Shore and delivered to Escrow Agent and the Buyer Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.