

ACCOUNT CONTROL AGREEMENT

This Account Control Agreement (the "Agreement") is made this __ day of June, 2016, by and among Barclays Bank PLC ("Creditor"), Peninsula Clean Energy Authority ("Debtor"), and Wilmington Trust, National Association, a national banking association ("Custodian").

WITNESSETH:

WHEREAS, Custodian has established a deposit account number 04924 in the name of "Peninsula Clean Energy Authrty" (the "Account"); and

WHEREAS, Debtor has granted Creditor a security interest in the Account pursuant to the Term Loan Agreement, dated as of June __, 2016 (the "Loan Agreement"), between the Creditor and Debtor, and Creditor, Debtor and Custodian are entering into this Agreement to provide for the control of the Account and to perfect the security interest of Creditor in the Account; and

WHEREAS, Custodian has agreed to act on behalf of Creditor and Debtor in respect of Collateral delivered to Custodian by Debtor for the benefit of Creditor, subject to the terms hereof.

NOW, THEREFORE, in consideration of the premises, and further consideration of the covenants set forth hereafter, it is hereby agreed mutually as follows:

Section 1. The Account. Custodian hereby represents and warrants to Creditor and Debtor that (a) the Account has been established in the name of Debtor as recited above, and (b) except for the claims and interest of Creditor and Debtor in the Account (subject to any claim in favor of Custodian permitted under Section 3), Custodian does not know of any claim to or interest in the Account.

Section 2. The Collateral. (a) Upon execution of this Agreement, the Debtor shall deposit the sum of up to \$6,000,000 (six million dollars) into the Account.

(b) Custodian will hold the initial deposit and all subsequent deposits in the Account all interest accumulated thereon and proceeds therefrom (collectively, the "Collateral"), in custody upon the terms and conditions set forth in this Agreement and shall not disburse funds from the Account except as provided herein.

(c) Creditor and Debtor each hereby intend that this Agreement establish "control" of the Account by Creditor for purposes of perfecting Creditor's security interest in the Account and the Collateral pursuant to Articles 9 of the UCC and Custodian hereby acknowledges that it has been advised of Debtor's grant to Creditor of a security interest in the Account and the Collateral and all cash standing to the credit of the Account.

(d) The Custodian shall hold the collateral uninvested.

Section 3. Priority of Lien. Custodian hereby acknowledges the security interest granted to Creditor by Debtor. Custodian hereby confirms that the Account is a cash account and that it will not advance any margin or other credit to Debtor therein nor hypothecate any cash carried in the Account. Custodian hereby subordinates all liens, encumbrances, claims and rights

of setoff it may have against the Account or any Collateral carried in the account or any free credit balance in the Account and agrees that it will not assert any such lien, encumbrance, claim or right against the Account or any Collateral carried in the Account or any credit balance in the Account. Custodian will not agree with any third party that Custodian will comply with entitlement orders concerning the Account or any Collateral originated by such third party without the prior written consent of Creditor and Debtor. Debtor agrees to pay to the Custodian all fees, expenses and charges associated with the Account, the items deposited therein and the funds withdrawn therefrom, as well as fees for all services provided by the Custodian pursuant to this Agreement pursuant to the fee schedule set forth on Exhibit D annexed hereto and incorporated herein (collectively, the "Fees") promptly following written demand therefor.

Section 4. Control. Until such time as Creditor delivers a written notice (such notice, in the form of attached Exhibit B, the "Notice of Exclusive Control") to Custodian that Creditor is thereby exercising exclusive control over the Account, Custodian will comply, without further consent by Debtor, with entitlement orders (in the form of attached Exhibit A) originated by Creditor solely with respect to the transfer of Collateral to an account of the Debtor. After Custodian receives the Notice of Exclusive Control and has had reasonable opportunity to comply, it will comply, without further consent by Debtor, with all entitlement orders or other directions originated by Creditor concerning the Account and the Collateral.

Section 5. No Withdrawals by Debtor. Notwithstanding anything contained herein to the contrary, Custodian shall neither accept nor comply with any entitlement order or other direction from Debtor with respect to the Account or the Collateral without the specific prior written consent of Creditor.

Section 6. Statements, Confirmations and Notices of Adverse Claims. Custodian will send copies of all statements and confirmations concerning the Account to each of Debtor and Creditor at the address set forth on the signature page of this Agreement or in the alternative Custodian may provide Creditor and Debtor electronic access to review the activity in the Account. Upon receipt of written notice of any lien, encumbrance or adverse claim against the Account or in any Collateral carried therein, Custodian will make reasonable efforts to notify Creditor and Debtor thereof.

Section 7. Authority of Custodian and Limitation of Liability.

(a) In acting hereunder, Custodian shall have only such duties as are specified herein and no implied duties shall be read into this Agreement, and Custodian shall not be liable for any act done, or omitted to be done, by it in the absence of its gross negligence or willful misconduct.

(b) Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

(c) Custodian shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability and shall be fully protected in acting in accordance with the advice or opinion of such counsel.

(d) Custodian shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in Custodian's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory.

(e) Debtor shall pay to Custodian compensation for its services hereunder to be determined from time to time by the application of the current rates than charged by the Custodian all as more fully set forth in Exhibit D attached hereto. In the event the Custodian renders any extraordinary services in connection with the Account at the request of the parties, Custodian shall be entitled to additional compensation therefor.

(f) Debtor hereby agrees to indemnify Custodian, its directors, officers, employees and agents (collectively, the "Indemnified Parties"), and hold the Indemnified Parties harmless from any and against all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature, including, without limitation, attorney's fees and expenses, which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of Custodian under this Agreement or arising out of the existence of the Account, except to the extent the same shall be caused by Custodian's gross negligence or willful misconduct.

(g) In the event Custodian receives conflicting instructions hereunder, Custodian shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of Custodian. In addition, if at any time the Custodian, in good faith, is in doubt as to the action it should take under this Agreement, the Custodian shall have the right to commence an interpleader action in the United States District Court for the [District of Delaware] or any State Court located in [New Castle County, Delaware] [*Note to Wilmington: Where will collateral be held?*] and to take no further action except in accordance with instructions from Creditor or in accordance with the final order of the court in such action

(h) Custodian may resign as Custodian, and, upon its resignation, shall thereupon be discharged from any and all further duties and obligations under this Agreement by giving notice in writing of such resignation to Creditor and Debtor, which notice shall specify a date upon which such resignation shall take effect. Upon the resignation of Custodian, Creditor and Debtor shall, within thirty (30) days after receiving the foregoing notice from Custodian, designate a substitute custodian (the "Substitute Custodian"), which Substitute Custodian shall, upon its designation and notice of such designation to Custodian, succeed to all of the rights, duties and obligations of Custodian hereunder. In the event Creditor and Debtor shall not have delivered to Custodian a written designation of Substitute Custodian within the aforementioned thirty (30) day period, together with the consent to such designation by the Substitute Custodian, the Custodian shall transfer all amounts on deposit in the Account to the Creditor pursuant to Creditor's written instructions and shall have no further duties or responsibilities hereunder.

(i) Custodian shall have no responsibility or liability to Creditor with respect to the value of the Account or any asset held therein. Custodian shall have no duty to investigate or make any determination as to whether a default exists under any agreement between Debtor and Creditor and shall comply with a Notice of Exclusive Control even if it believes that no such default exists.

(j) Custodian shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, labor difficulties, court

order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond Custodian's reasonable control.

(l) Creditor and Debtor agree that in the event that a petition seeking relief under the United States Bankruptcy Code shall be filed by or against Debtor, the Custodian shall be authorized to continue to perform the services contemplated by this Agreement unless an order to the contrary is issued by the United States Bankruptcy Court having jurisdiction over the case relating to the petition. Creditor agrees that upon demand made of Creditor by the Custodian, Creditor shall promptly reimburse the Custodian to the extent of any monies the Custodian shall be required by court order pursuant to 11 U.S.C. §549 to pay to the estate of Debtor in bankruptcy on account of any unauthorized post-petition transfers of Debtor funds to the extent such funds arise from the Custodian's performance of the services provided for in this Agreement.

(m) Debtor agrees to pay to the Custodian, upon receipt of the Custodian's reasonably detailed invoice, all reasonable out-of-pocket costs, expenses and attorney's fees incurred by the Custodian in connection with the preparation of this Agreement and any amendments that may be made to this Agreement and the enforcement of this Agreement and any other instrument or agreement required or contemplated hereunder.

Section 8. Customer Agreement. In the event of a conflict between this Agreement and any other agreement between the Custodian and/or the Creditor or the Debtor, the terms of this Agreement will prevail. Regardless of any provision in any such agreement relating to the law governing the Account, the parties hereto agree that the establishment and maintenance of the Account, and all interests, duties and obligations with respect thereto, shall be governed by the law of the State of [Delaware].

Section 9. Termination. The rights and powers granted herein to Creditor have been granted in order to perfect its security interest in the Account, are powers coupled with an interest and will neither be affected by the bankruptcy of Debtor nor by the lapse of time. Unless earlier terminated by Custodian pursuant to this section, the obligations of Custodian under Sections 3, 4, 5 and 6 above shall continue in effect until Creditor has notified Custodian in writing that this Agreement is to be terminated. A "Notice of Termination" is attached as Exhibit C. Upon receipt of such notice the obligations of Custodian under Sections 3, 4, 5 and 6 above with respect to the operation and maintenance of the Account shall terminate, Creditor shall have no further right to originate entitlement orders concerning the Account and any previous Notice of Exclusive Control delivered by Creditor shall be deemed to be of no further force and effect. Custodian reserves the right, unilaterally, to terminate this Agreement, such termination to be effective ten (10) business days' after written notice thereof is given to Debtor and Creditor.

Section 10 This Agreement. This Agreement, any schedules or exhibits hereto and the instructions and notices required or permitted to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof.

Section 11. Amendments. No amendment, modification or (except as otherwise specified in Section 9 above) termination of this Agreement, nor any assignment of any rights hereunder, shall be binding on any party hereto unless it is in writing and is signed by each of the parties hereto, and any attempt to so amend, modify, terminate or assign (subject to Section 13 below) except pursuant to such a writing shall be null and void. No waiver of any rights hereunder shall be binding on any party hereto unless such waiver is in writing and signed by the party against whom enforcement is sought.

Section 12. Severability. If any term or provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

Section 13. Successors. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives. Notwithstanding anything to the contrary herein, any business entity into which the Custodian may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Custodian shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Custodian, shall be the successor of the Custodian hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 14. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or upon receipt of notice sent by first class post, certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth on the signature page of this Agreement. Any party may change his address for notices in the manner set forth above.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Section 16. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of [Delaware].

Section 17. Survival. The provisions of Sections 3 and 7 shall survive any termination of this Agreement or the resignation or removal of the Custodian under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of June, 2016.

BARCLAYS BANK PLC, as Creditor

By: _____
Title: _____
Address: _____

Fax No. _____
Tel No. _____
Attention: _____

PENINSULA CLEAN ENERGY AUTHORITY, as Debtor

By: _____
Title: _____
Address: _____

Fax No. _____
Tel No. _____
Attention: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Title: _____
Address: _____

Fax No. _____
Tel No. _____

with a copy to:

Morris James LLP
500 Delaware Ave., Suite 1500
Wilmington, Delaware 19801
Attention: Ross Antonacci, Esq.

[Letterhead of Creditor]

[Date]

Wilmington Trust, National Association,
as Custodian
1100 N. Market Street
Wilmington, DE 19890
Attn: _____

Re: Entitlement Order for Deposit
Account No. _____ (the "Deposit Account")

Ladies and Gentlemen:

As referenced in the Account Control Agreement, dated _____, 20__ (the "Agreement"), among _____ (the "Debtor"), you and _____ (a copy of which is attached), pursuant to Section 4 of the Agreement, we hereby give you the following entitlement order with respect to account number _____:

You are hereby ordered to transfer the following Collateral from the Deposit Account:

Such Collateral should be transferred by you using the following instructions:

Very truly yours,

[NAME OF CREDITOR]

By: _____
Name
Title

cc: _____

[Letterhead of Creditor]

[Date]

Wilmington Trust, National Association,
as Custodian
1100 N. Market Street
Wilmington, DE 19890
Attn: _____

Re: Notice of Exclusive Control
for Deposit Account No. _____

Ladies and Gentlemen:

As referenced in the Account Control Agreement, dated _____, 20__ (the "Agreement"), among _____ (the "Debtor"), you and _____ (the "Creditor") (a copy of which is attached), we hereby give you notice of our sole control over deposit account number _____ (the "Deposit Account") and all collateral held in or for the credit of the Deposit Account.

You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the collateral held in or for the credit of the Deposit Account from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to the Debtor.

Very truly yours,

[NAME OF CREDITOR]

By: _____
Name
Title

cc: _____

[Letterhead of Creditor]

[Date]

Wilmington Trust, National Association,
as Custodian
1100 N. Market Street
Wilmington, DE 19890
Attn: _____

Re: Termination of Agreement

You are hereby notified that the Account Control Agreement, dated _____, 20__ (the "Agreement") among you, _____ (the "Debtor") and _____ (the "Creditor") (a copy of which is attached), is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to deposit account number _____ from the Debtor. This notice terminates any obligations you may have to the Creditor with respect to such account; however, nothing contained in this notice shall alter any obligations which you may otherwise owe to the Debtor pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [insert name of Debtor].

Very truly yours,

[CREDITOR]

By: _____
Name
Title

cc: _____

Account Control Agreement Fee Schedule

| <u>Account Control Agreement</u> | <u>Fee</u> |
|--|-------------------|
| Annual Administration Fee (paid annually in advance) | \$5,000.00 |
| One-Time Set up Fee | \$5,000.00 |
| Modification Fee | Variable |
| Legal Fees | Variable |

NOTE: All fees are non-refundable and will not be prorated in the event of an early termination. Once the fees are agreed to in writing, we agree that any changes to those fees will also be in writing. You will be notified at least 30 days in advance of any general fee increase, following 3 years after the initial closing date. The fees as quoted and the acceptance of our duties as Custodian are subject to satisfactory review and acceptance of all related documents by the Custodian and our counsel. Our fees may also be adjusted at any time if there is a significant change in our responsibilities under the governing documents. Does not include reasonable out of pocket expenses, including outside counsel's reasonable fees and expenses in connection with the execution of this Agreement, which will be billed separately. Details with respect to such outside counsel's reasonable fees and expenses are coordinated separately with such counsel and are due and payable whether or not the transaction closes.