

Appendix D

Draft Forms of Financial Assurance (V.B.(5))

1. Draft Road Use Bond
2. Draft Decommissioning Bond

Appendix D.1

Draft Road Use Bond

ROAD BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Goose Creek Wind LLC (hereinafter called the Principal), and _____ (hereinafter called the Surety), are held and firmly bound unto Piatt County, Illinois (hereinafter called the Obligee), in the full and just sum of _____ (\$) Dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firm by these presents.

WHEREAS, the above named Principal has made application and may make further applications to the Obligee for permission to move or cause to be moved vehicles and/or equipment of various types over certain of the Obligee's roads as described in the application or applications, and as a condition precedent to granting such permission, the Obligee has required the furnishing of a bond.

NOW, THEREFORE, the condition of the above obligation is such that if the above named Principal shall move the vehicles and/or equipment described in any and/or all of the applications filed by the above named Principal on and after the date of the execution of this obligation over the Obligee's roads, bridges, and culverts in the manner designated by and with the permission of said Obligee, and shall well and truly pay for all damages to said roads, bridges, and culverts, which are and/or may be caused by the movement of such vehicles and/or equipment by the named Principal or his authorized agent, over or upon the roads, bridges, and culverts of the Obligee and all other claims for damages lawfully accruing to or in favor of the Obligee resulting therefrom, and any fines or penalties to which the said Principal or his authorized agent become liable to pay, and shall save the Obligee harmless in and/or from any and all suits, claims for damages and/or proceedings arising out of the movement of any of said vehicles and/or equipment over said roads, bridges, and culverts, and shall observe all terms and conditions of the permission granted to said Principal on and after this date of this obligation, then this obligation to be void; otherwise to remain in full force and effect in law.

LET IT FURTHER be understood that in no event shall the aggregate liability of the Surety exceed the penal amount herein states.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20 ____.

Witness as to Principal:

EFFECTIVE DATE: _____

EXPIRES: _____

Principal

Surety

By: _____

Attorney-in-Fact

Appendix D.2

Draft Decommissioning Bond

DECOMMISSIONING BOND
(Performance and Payment Bond)

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, that Goose Creek Wind LLC, as Principal, and Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation duly organized under the laws of the State of Illinois, as Surety, are held and firmly bound unto Piatt County, Illinois, as Obligee (or “Primary Obligee”), in the sum of _____ (\$ _____) Dollars of lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years this Bond is in effect.

WHEREAS, the Obligee adopted Appendix A to the Piatt County Zoning Ordinance, titled “Standards for Wind Energy Conversation Systems Over 500 kW” on March 10, 2021 (“WECS Siting Regulations Ordinance”), which sets forth the terms and conditions that govern the siting approval process, development, construction, operation, maintenance and decommissioning of wind energy conversion systems (“WECS”) in Piatt County, Illinois; and

WHEREAS, the Obligee approved the construction and operation of a WECS on, under, or within privately-owned land and publicly-owned land in Piatt County, Illinois with all required above and below ground infrastructure and other improvements (i.e., access roads, underground collection lines, a switchyard, a substation and an operation and maintenance building), which is known as the “Goose Creek Wind Project” pursuant to Piatt County, Illinois Wind Energy Conversation Systems Siting Regulations Ordinance 2019-10; and

WHEREAS, as part of its approval of the Project, the Obligee also approved the following documents that govern aspects of the siting development, construction, operation, maintenance and decommissioning of the Project: the Agricultural Impact Mitigation Agreement dated _____ (“AIMA”), the Decommissioning Plan dated _____ and the Road Use Agreement dated _____; and

WHEREAS, the WECS Siting Regulations Ordinance, the WECS Siting Approval Permit Ordinance, the AIMA, and the Decommissioning Plan are each specifically referred to, incorporated by reference herein and made part of this Decommissioning Bond. The Road Use Agreement dated _____ is specifically excluded from this Bond as the Principal is posting a different, separate security with the Obligee to ensure the performance of its obligations set forth in the Road Use Agreement, and

WHEREAS, the Principal has arranged for the Surety to issue this Bond and has posted this Bond with the Obligee for the purpose of ensuring: (1) the performance and completion of all required decommissioning work and repair and restoration work related to decommissioning of the Project, including but not limited to, such decommissioning work and repair and restoration

work as required by the WECS Siting Approval Permit Ordinance, the WECS Siting Regulations Ordinance, the AIMA and the Decommissioning Plan (“Project Decommission and Restoration Work”); (2) the performance and completion of all required repair and restoration work related to the construction, maintenance and operation of the Project as required by the AIMA, the Decommissioning Plan and the WECS Siting Approval Permit Ordinance (“Project Restoration Work”); and (3) the payment of all contractors and subcontractors and material suppliers who furnish materials or perform labor to perform and complete the Project Decommission and Restoration Work or the Project Restoration Work; and

WHEREAS, under this Bond, the Surety and its successors and assigns, jointly and severally, guarantee the prompt performance and completion of the Project Decommission and Restoration Work and/or the Project Restoration Work on all land that is part of the Project, and shall hire all necessary contractors and subcontractors and material suppliers to furnish materials and perform labor in the completion of the Project Decommission and Restoration Work and/or the Project Restoration Work, and pay all insurance premiums for said Work, in the event that the Principal, or its contractors and subcontractors, fail to perform and complete the Project Restoration Work and/or the Decommission and Restoration Work; and

WHEREAS, under this Bond, the Surety and its successors and assigns, jointly and severally, shall make prompt payments to all contractors and subcontractors and material suppliers who furnish materials or perform labor in the completion of the Project Decommission and Restoration Work and/or the Project Restoration Work, and pay all insurance premiums for said Work, on all land that is part of the Project in the event that the Principal fails to pay contractors and subcontractors and material suppliers who furnish materials or perform labor in the completion of the Project Restoration Work and/or the Decommission and Restoration Work; and

WHEREAS, the Obligee is the “Primary Obligee” of this Bond. The other landowners whose land is improved with Project improvements are “Secondary Obligees” of this Bond. In accordance with the attached “Dual Obligee Rider, which is made a part of this Bond, and the terms of the Decommissioning Plan, the Secondary Obligees are not authorized to make a claim(s) upon this Bond, unless the Primary Obligee fails to make a claim on behalf of one or more of the Secondary Obligees after Abandonment (as defined in the AIMA or the WECS Siting Regulations Ordinance) relative to the failure by the Principal or the Surety to perform or complete or pay for the Project Decommission and Restoration Work; and

WHEREAS, the Surety, and its successors and assigns, agree to indemnify the Obligee and the Secondary Obligees from the failure of the Principal to perform or complete or pay for (a) the Project Restoration Work (with respect to the Obligee only) or (b) the Decommission and Restoration Work in conformity with the terms of the WECS Siting Regulations Ordinance, the WECS Siting Approval Permit Ordinance, the AIMA, and the Decommissioning Plan; and

NOW THEREFORE, the condition of the Surety’s performance and payment obligations under this Bond is such, that if the above referenced Principal shall perform in accordance with the aforesaid WECS Siting Regulations Ordinance, the WECS Siting Approval Permit Ordinance, the AIMA, and the Decommissioning Plan and indemnify the Obligee or the Secondary Obligees against all loss caused by Principal’s breach of any obligations to perform or complete or pay for the Project Restoration Work (with respect to the Obligee only) and/or the Decommission and Restoration Work, then the Surety’s performance and payment obligations under this Bond shall be void;

otherwise, to remain in full force and effect unless canceled as set forth below.

The term of this Bond shall apply from _____ day of _____, 2022 until ____ day of _____, 2023, and may be extended by the Surety by a continuation certificate, however, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligees or the Secondary Obligees recoverable under this Bond or any renewal or continuation thereof.

PROVIDED, FURTHER, that the Surety, for value received stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Project Restoration Work and/or the Decommission and Restoration Work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligations under this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the Project Restoration Work and/or the Decommission and Restoration Work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Principal and any contractors and subcontractors and material suppliers shall abridge the right of the Obligees or the Secondary Obligees hereunder, whose claim may be unsatisfied.

THIS BOND may be cancelled by the Surety by giving sixty (60) days written notice by certified mail to the Obligees. Such cancellation shall not affect any liability the Surety may have or incurred under this Bond prior to the effective date of the termination. No later than five (5) business days after the effective date of the termination of this Bond, either by the terms of the Bond or the Decommissioning Plan, the Obligees shall return this Bond to the address provided below:

Philadelphia Surety Company
Attention: Scott Mandeville, Regional Manager
5517 159th Avenue SE
Snohomish, WA 98290

THIS BOND is signed, sealed, dated on the _____ day of _____, 2022 .

THIS BOND is effective the _____ day of _____, 2022.

PRINCIPAL

By: _____

Philadelphia Indemnity Insurance Company _____

By: _____

Allison Thornhill, Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Illinois where the Project is located.



DUAL OBLIGEE RIDER
(To be attached to Bond at time of issuance)

TO BE ATTACHED TO AND FORM PART OF Bond No. _____, dated concurrently with the execution of this Rider, by Philadelphia Indemnity Insurance Company, as Surety, on behalf of, Goose Creek Wind LLC as Principal, and in favor of Piatt County, Illinois (“Primary Obligee”) and each of the landowners whose land is improved with Project improvements based on signed lease agreements, license agreements or easement agreements with the Principal or units of local government whose public utility easements or public rights of way have Project improvements to be located or located within them, as “Secondary Obligees”.

IT IS HEREBY UNDERSTOOD AND AGREED that the attached Bond is hereby amended to include the following:

In accordance with the terms of the Decommissioning Plan, the Secondary Obligees are not authorized to make a claim(s) upon this Bond, unless the Primary Obligee fails to make a claim on behalf of one or more of the Secondary Obligees after Abandonment (as defined in the AIMA or the WECS Siting Regulations Ordinance) relative to the failure by the Principal or the Surety to perform or complete or pay for the Decommission and Restoration Work.

In no event shall the liability of the Principal and the Surety to the Obligee, or either of them, in the aggregate, exceed the penal sum stated in the attached Bond.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing contained in this Rider shall be held to change, alter or vary the terms of the attached Bond except as set forth hereinabove. In the event of a conflict between the Bond and this Rider, the parties agree that this Rider shall govern and control. All references to the Bond, either in the Bond or in this Rider, shall include and refer to the Bond as supplemented and amended by this Rider. Except as provided by this Rider, all other terms and conditions of the Bond remain in full force and effect.

This Rider may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and some instrument.

SIGNED, SEALED AND DATED this ___ day of _____, 2022.

PRINCIPAL:

SURETY: Philadelphia Indemnity Insurance Company

Signature: _____

Signature: _____

Attorney-in-Fact

Name and Title: _____

Agreed to and accepted by:

OBLIGEE:

OBLIGEE:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____