

DECOMMISSIONING BOND
(Performance and Payment Bond)

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, that Lotus 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 Macoupin 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 Macoupin County Board Ordinance No. 0-2021.02, “Wind Energy Conversion Systems Siting Ordinance” on April 14, 2021 (“WECS Siting 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 Macoupin County, Illinois; and

WHEREAS, the Obligee adopted Macoupin County Board Ordinance No. 0-2021.07 on June 14, 2023, which approved the Application of Lotus Wind, LLC for the WECS Siting Approval Permit for the WECS Project (“WECS Siting Approval Permit Ordinance”) to ~~permit~~approved the construction and operation of a WECS on, under, or within privately-owned land and publicly-owned land in Macoupin County, Illinois with all required above and below ground infrastructure and other improvements (i.e., wind turbines, access roads, underground 34.5 kilovolt (kV) electrical collection lines, a switchyard, a substation) connecting the turbines to the collector substation (to be located in Morgan County) and associated facilities; Light Detection and Ranging (LiDAR) systems to detect wind speed; one (1) ADLS radar tower; temporary construction facilities such as a laydown yard and a concrete batch plant; and an operation and maintenance building), which is known as the “Lotus Wind Project” pursuant to the Macoupin County WECS Siting Ordinance and the WECS Siting Approval Permit Ordinance; 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 February 23, 2023 _____ (“AIMA”), the Decommissioning and Site Reclamation Plan dated 2023 (“Decommissioning Plan”), _____ and the Road Use Agreement dated 2023 _____; and

WHEREAS, the WECS Siting 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 2023, _____ 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 Ordinance, the WECS Siting Approval Permit 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 Ordinance~~ 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 and pay 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 and all invoices and liens 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 Project 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 and all invoices and liens 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 Project Decommission and Restoration Work; and

WHEREAS, the Obligee is also referred to at times as 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 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, hold harmless and defend the Obligee and the Secondary Obligees from the failure of the Principal to arrange for the performance and completion or perform ~~and/or~~ complete or pay for (a) the Project Restoration Work ~~(with respect to the Obligee only)~~ or (b) the Project Decommission and Restoration Work in conformity with the terms of the WECS Siting 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 Ordinance, the WECS Siting Approval Permit Ordinance, the AIMA, and the Decommissioning Plan and indemnify, hold harmless and defend 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 Project 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 8:00 a.m. EST on _____ day of _____, 2023~~2~~ until 5:00 p.m. EST on _____ day of _____, 2024~~3~~ (the "Expiration Date"), 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 Obligee or the Secondary Obligees recoverable under this Bond or any renewal or continuation thereof. At least sixty (60) calendar days prior to this Bond's Expiration Date, the Surety shall provide written notice to the Obligee and the Principal, at their respective addresses listed below, of its decision to not renew this Bond by delivery via United States Certified Mail or by courier delivery service or by national express overnight delivery service:

<u>Obligee</u>	<u>Principal</u>
<u>Chairman</u>	<u>General Counsel</u>
<u>Macoupin County Board</u>	<u>Apex Clean Energy, Inc.</u>
<u>201 East Main Street</u>	<u>120 Garrett Street, Suite 700</u>
<u>Carlinville, Illinois 62626</u>	<u>Charlottesville, Virginia 22902</u>

Failure of the Surety to provide at least a 60-calendar day advanced written notice of non-renewal shall cause the Expiration Date of this Bond to be automatically extended so that the expiration of the Bond is not effective until at least a 60-calendar day advanced written notice is provided to the Obligee and the Principal.

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 Project 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 Project 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 Obligee or the Secondary Obligees hereunder, whose claim may be unsatisfied.

THIS BOND may be cancelled by the Surety by giving at least sixty (60) calendar days written notice by delivery via United States Certified Mail to the Obligee and the Principal. Such cancellation notice 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 Obligee 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 _____, 2023~~2~~.

THIS BOND is effective the _____ day of _____, 2023~~2~~.

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.



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

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, Lotus Wind LLC as Principal, and in favor of Macoupin 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 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: the Project 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: _____

Name and Title: _____

Agreed to and accepted by:

OBLIGEE:

OBLIGEE:

Signature: _____ Signature: _____

Name and Title: _____

Name and Title: _____