

**Annually Renewable Decommissioning Bond**

KNOW ALL MEN BY THESE PRESENTS: That SV CSG SunTrust Solar, LLC (hereinafter called the Principal), and Great Midwest Insurance Company (hereinafter called the Surety), are held and firmly bound unto Kane County, Illinois (hereinafter called the Obligee), in the full and just sum of \_\_\_\_\_ and NO/100\*\*\* Dollars (\$00.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2026 entered into a Contract with the Obligee for The Decommissioning of the SV CSG SunTrust Solar facility which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning July 1, 2026 and ending June 30, 2027. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL:

\_\_\_\_\_ (seal)

(name & title)

SURETY:

\_\_\_\_\_ (seal)

Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY:

PRINTED NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE RETURN A COPY OF ACCEPTED BOND TO: