

Annually Renewable Site Decommissioning Bond

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: That <Name of Principal> (hereinafter called the "Principal"), and <_____> (hereinafter called the "Surety"), are held and firmly bound unto <Name of Obligor> (hereinafter called the "Obligor"), in the full and just sum of <Written Penal Sum> (\$Dollar Amount), 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 was granted <Permit name and Permit number> by the Obligor on the <Date of Permit>, for the construction of the <Name of project> (hereinafter called the "Permit").

WHEREAS, pursuant to the Permit, Principal is required to maintain a decommissioning bond or irrevocable letter of credit.

WHEREAS, the Obligor has agreed to accept a bond guaranteeing the decommissioning obligations of said Permit 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 decommissioning obligation in said Permit at the time and in the manner specified during the term of this bond, and shall reimburse said Obligor for any loss which said Obligor may sustain by reason of failure or default on the part of said Principal, then 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 _____ and expiring _____. The bond will automatically renew for a one year period upon the expiration date set forth above and upon each anniversary of such date, unless at least thirty (30) days prior to such expiration date, or prior to any anniversary of such date, Surety provides written notice to both the Obligor and Principal of its intention to non-renew this bond. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a default by the Principal recoverable by the Obligor under this bond.
2. In the event of default by the Principal, Obligor 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 Permit and to perform or sublet same; c) or to tender to the Obligor funds sufficient to pay the cost of completion 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 (1) 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 Obligor named herein or the heirs, executors, administrator or successors of Obligor.
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 Permit, then the terms of this bond shall prevail.
7. The Obligor's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

Signed and sealed this ____ day of _____, 2026.

PRINCIPAL:

_____ (seal)

(Name & Title)

SURETY:

_____ (seal)

, Attorney-in-Fact