

SOLAR FACILITY DECOMMISSIONING BOND

Bond Number: _____

Annual Premium: _____

KNOW ALL MEN BY THESE PRESENTS, that we, USS Webb Solar LLC as Principal ("Principal"), whose address is 323 Washington Ave North, Suite 350, Minneapolis MN 55401 and _____, as Surety ("Surety"), a corporation are held and firmly bound unto **Kane County, Illinois**, as Obligee ("Obligee"), in the full and just sum of **[AMOUNT] and 00/100 Dollars ([AMOUNT])** lawful money of the United States of America for the payment of which sum, Principal and Surety bind themselves, their successors, executors, administrators and assigns, jointly and severally firmly by these presents.

WHEREAS, the said Principal has been granted a Special Use Permit by the Kane County Board decision dated [MONTH] [DAY], [YEAR] for the following project ("Special Use Permit"):

The installation of a large scale **1.25 MW AC (USS Webb Solar)** ground mounted solar photovoltaic panel system with associated site improvements including on site energy storage and as a requirement of such permit the Principal is obligated to remove the Solar Facility equipment from property located at approximately **14N955 Brier Hill Rd, Hampshire, IL** upon discontinuance of service.

WHEREAS, as a condition of granting such Special Use Permit for the installation of the solar equipment Obligee requires the Principal to file security to cover the cost to dismantle and remove from the Site any solar equipment which is abandoned or required to be removed from the Site and/or remediate the Site in compliance with Sec. 25-5-4-9: Commercial Solar Energy Facilities of the Kane County Zoning, Planning & Development Ordinance (the "Ordinance", and together with the approved Decommissioning Plan, the "Agreement").

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall timely perform all obligations set forth in the Special Use Permit and in accordance with the Decommissioning Plan, and in addition to all other obligations set forth in the Ordinance, indemnify the Obligee against all loss caused by the Principal's breach of any bylaw, regulation or agreement relating to the maintenance, replacement, removal or relocation of the solar facility, then this obligation shall be void, otherwise to remain in full force and effect, unless cancelled as set forth below.

PROVIDE, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

- 1) This bond is effective as of the date executed and shall be continuous without amendment until canceled or exonerated.

- 2) This bond is automatically cancelled, and Surety exonerated, when the obligations of the Principal under the Agreement have been completely and timely fulfilled, or the Special Use Permit conditions have been terminated by mutual consent of Obligee and Principal.
- 3) This bond may be cancelled by Surety by at least 90 days' notice, prior to the renewal date in writing from Surety to Principal and to Obligee that the Surety elects not to renew this bond for any such additional period.
- 4) In the event the bond is cancelled by the Surety prior to the expiration of the Special Use Permit, the Principal shall provide a suitable replacement financial security.
- 5) Any notice of cancellation must be delivered to Obligee by registered or certified mail addressed to:

[ADDRESS]

- 6) Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. It is understood and agreed that the Obligee may recover the full amount of the bond (less any previous amounts paid to Obligee under the bond) if Surety cancels or non-renews the bond and, within thirty (30) days prior to the effective date of cancellation or nonrenewal, Obligee has not received from Principal a replacement financial security acceptable to Obligee to replace the bond.
- 7) The obligation of Surety shall arise when Principal is notified to cure a default, with concurrent notice to Surety, and does not cure the default within the timeframe required under the Agreement.

The Surety's obligation under this Bond shall arise after:

- i) The Obligee has notified the Principal and the Surety that the Obligee is considering declaring a Principal Default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Agreement. If the Obligee, the Principal and the Surety agree, the Principal shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Obligee's right, if any, subsequently to declare a Principal Default, and
- ii) The Obligee has declared a Principal Default and formally terminated the Principal's right to complete the Agreement. Such Principal Default shall not be declared earlier than thirty days (30) after the Principal and the Surety have received notice.

- 8) When the Obligee has satisfied the conditions of Paragraph 7, the Surety shall promptly, and at the Surety's expense, take one of the following actions, with advance approval of Obligee, not to be unreasonably withheld:

- a) Arrange for the Principal, with consent of the Obligee, to cure any default and to perform and complete the Agreement;
- b) Undertake to perform and complete the Agreement itself, through its agents or through use of an experienced or qualified contractor; or
- c) Tender to the Obligee funds sufficient, as reasonably determined by Obligee and Surety, to pay the costs of the removal and restoration obligations up to an amount not to exceed the full and just sum of the bond.

9) If the Surety does not proceed as provided in Paragraph 8 within reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If the Surety proceeds as provided in Subparagraph 8.c., and the Obligee refuses the payment tendered or the Surety has denied liability, in whole or in part, the Obligee shall be entitled to enforce any remedy available to the Obligee without any further notice.

10) After the Obligee has terminated the Principal's right to complete the Agreement, and if the Surety elects to act under Subparagraph 8.a or 8.b above, then the responsibilities of the Surety to the Obligee shall not be greater than those of the Principal under the Agreement, and if the Surety elects to act under Subparagraph 8.c above, the liability of the Surety shall not be greater than the full and just sum of the Bond.

11) The Surety shall not be liable to the Obligee or others for obligations of the Principal that are unrelated to the Agreement.

12) No right of action shall accrue under this bond to or for the use or benefit of anyone other than the named Obligee or its successors or assigns.

13) No assignment by the Principal shall be effective without the written consent of the Surety and Obligee.

14) All claims, suits, proceedings or actions on this bond must be brought within the period permitted under the Illinois Compiled Statutes (ILCS) for causes of action for breach of contract.

15) If any conflict or inconsistency exists between the Surety's obligations as described in the Bond and as described in the underlying Agreement, then the terms of the Bond shall prevail.

16) The Surety's liability under this bond shall not extend in any manner nor will the Surety be responsible to pay any sums due related to hazardous waste cleanup, wetlands mitigation, remediation actions or removal or responsibility for any of these pollution risks not associated with the installation, maintenance or decommissioning of the solar facility and all associated site improvements.

- 17) No modification of the Special Use Permit or the Decommissioning Plan guaranteed by this bond shall be binding on the Surety or covered by this bond without the written consent of the Surety.
- 18) Regardless of the number of years this bond is in force, Surety shall not be liable hereunder for a larger amount, in the aggregate, than the full and just sum listed above.
- 19) This Bond, and any disputes arising therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this the _____ day of _____, 2025.

[PRINCIPAL]

[SURETY]

By: Attorney-in-Fact

Address of Surety: