

DECOMMISSIONING PERFORMANCE BOND

Bond No. 612428202

Amount \$5,000,000.00

Know All by These Presents,

That we, **Willow Creek Wind Power LLC**
401 North Michigan Avenue, Suite 501
Chicago, IL 60611

(hereinafter called the Principal), as Principal, and
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

a corporation duly organized under the laws of the State of **Delaware** (hereinafter called the Surety), as Surety, are held and firmly bound unto
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070

(hereinafter called the Obligee), in the maximum penal sum of **Five Million and 00/100 (\$5,000,000.00)** (hereinafter called the Maximum Penal Sum); for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this **14th** day of **May, 2026**.

WHEREAS, the Principal has obtained a permit from the Obligee known as the EL 15-020 (hereinafter called the PERMIT) with the Obligee, dated the **16th** day of **November, 2015**, for the decommissioning of a Wind Farm Energy facility in South Dakota, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said PERMIT set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said PERMIT specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject, however, to the following conditions:

- 1) In the event the Principal, fails to undertake and complete Decommissioning as defined in the decommissioning plans, the Obligee may make a claim against this bond.
- 2) In no event, shall the liability of the Surety exceed the Maximum Penal Sum to the Obligee, regardless of the number of years this bond is extended or renewed.
- 3) The Surety's obligation under this bond shall arise after the Principal fails to complete Decommissioning as defined in the decommissioning plans. Upon notice of the Principal's

default under the PERMIT the Surety may take one of the following actions:

- a) Arrange for the Principal's performance under the PERMIT, or,
- b) Undertake and perform decommissioning itself, or through its agents or its independent contractors, in accordance with the terms and conditions of the PERMIT, or,
- c) Waive its right to perform and complete decommissioning under the PERMIT, and after investigation, determine the amount for which it may be liable to the Obligee, as the case may be, and as soon as practicable after the amount is determined, tender payment therefore to the Obligee, as the case may be.

NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, THE LIABILITY OF THE PRINCIPAL AND SURETY UNDER THIS BOND IS CONTINUOUS UNTIL THE DECOMMISSIONING OF THE SUBJECT FACILITY IS SATISFACTORILY COMPLETED EXCEPT THAT THE SURETY MAY TERMINATE ITS LIABILITY HEREUNDER 90 (NINETY) DAYS FOLLOWING WRITTEN NOTICE BY CERTIFIED MAIL OR OVERNIGHT MESSENGER TO THE OBLIGEE AND PRINCIPAL AT THE FOLLOWING ADDRESSES:

TO OBLIGEE:

South Dakota Public Utilities Commission
500 East Capitol Avenue, Pierre, SD 57501

TO PRINCIPAL:

Willow Creek Wind Power LLC
401 North Michigan Avenue, Suite 501, Chicago, IL 60611

IT IS FURTHER AGREED THAT CANCELANON BY THE SURETY OF THIS BOND SHALL NOT CONSTITUTE A DEFAULT BY THE PRINCIPAL, AND SHALL NOT GIVE RISE TO A CLAIM OR DEMAND AGAINST THE SURETY UNDER THIS BOND.

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, as the case may be, or their heirs, executors, administrators or successors of the Obligee, as the case may be.

PRINCIPAL

Willow Creek Wind Power LLC

By: _____

SURETY

United States Fires Insurance Company

By: _____

Anne Potter, Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Debra A. Deming; Valorie Spates; Sandra Diaz; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Anne Potter; Vilma Gonzalez**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }
County of Morris }

Matthew E. Lubin, President

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of May, 2026.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2025

ASSETS	
Bonds (Amortized Value).....	1,604,117,428
Preferred Stocks (Market Value).....	221,297,003
Common Stocks (Market Value).....	3,211,407,687
Mortgage Loans (Market Value).....	1,570,955,499
Real Estate.....	93,932,010
Cash, Cash Equivalents, and Short Term Investments.....	276,936,746
Derivatives.....	51,232,646
Other Invested Assets.....	727,358,252
Investment Income Due and Accrued.....	37,225,789
Premiums and Considerations.....	765,205,671
Amounts Recoverable from Reinsurers.....	137,945,585
Funds Held by or Deposited with Reinsured Companies.....	265,261,544
Net Deferred Tax Asset.....	242,712,335
Electronic Data Processing Equipment.....	1,478,897
Receivables from Parent, Subsidiaries and Affiliates.....	25,028,926
Other Assets.....	267,875,736
TOTAL ASSETS.....	\$ 9,499,971,754

LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	3,633,318,679
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	102,136,901
Loss Adjustment Expenses.....	568,491,590
Commissions Payable, Contingent Commissions and Other Similar Charges.....	26,516,662
Other Expenses (Excluding Taxes, Licenses and Fees).....	104,906,283
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	40,252,641
Current Federal and Foreign Income Taxes.....	26,199,162
Unearned Premiums.....	1,259,998,295
Advance Premium.....	50,182,059
Ceded Reinsurance Premiums Payable.....	165,588,108
Funds Held by Company under Reinsurance Treaties.....	108,868,441
Amounts Withheld by Company for Account of Others.....	135,189,471
Provision for Reinsurance.....	573,769
Payable to Parent, Subsidiaries and Affiliates.....	37,895,006
Other Liabilities.....	87,980,664
TOTAL LIABILITIES.....	\$ 6,348,097,731
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	1,631,019,083
Surplus as Regards Policyholders.....	3,151,874,023
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 9,499,971,754

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2025, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 10th day of March, 2026.
UNITED STATES FIRE INSURANCE COMPANY