

DECOMMISSIONING SURETY BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS that **Wild Springs Solar, LLC, 1400 Normandale Lake Blvd, Bloomington, MN 55437**, as Principal (“Principal”) and **The Ohio Casualty Insurance Company, a corporation duly organized under the laws of Massachusetts, 1001 4th Avenue, Suite 1700, Seattle, WA 98154**, and licensed to do business in the State of South Dakota, as Surety (“Surety”), are held and firmly bound unto **South Dakota Public Utilities Commission (“PUC”), Capitol Building, 1st Floor, 500 E Capitol Ave, Pierre, SD 57501** as Obligee (“Obligee”), in the penal sum **Two Million Five Hundred Nine Thousand Nine Hundred Ninety-Four and 00/100 Dollars (\$2,509,994.00)**, for the payment of which sum we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the PUC has issued an Energy Facility Permit together with Conditional Use Permit CU 20-18 issued by **Pennington County Planning Commission (“Planning Commission”), 130 Kansas City Street, Rapid City, SD 57701**, to the Principal authorizing the construction, operation, and maintenance of a utility scale solar energy system (“Facility”) in Pennington County;

WHEREAS, the Principal is required to provide security to cover the costs of decommissioning the Facility in the event it is not decommissioned by the Principal as required under the Permits (“Decommissioning Obligations”);

WHEREAS, the Principal is posting this Decommissioning Surety Bond as a guarantee that the Decommissioning Obligations will be completed as required.

IT SHALL BE UNDERSTOOD, that this bond shall be for the benefit of the Obligee and/or the Planning Commission as their interests may appear.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS that, if the Principal faithfully completes all the Decommissioning Obligations set forth under said Permits, then this Bond shall be void; otherwise, it shall remain in full force and effect. Provided however that the Surety may cancel this bond by giving at least 60 days’ advance written notice to the Obligee, by certified or registered mail. Such notice shall not discharge the liability of the Surety for any default prior to the effective cancellation date. Further, if the Principal fails to provide the Obligee with replacement security acceptable under the terms of said Permits, then the Surety, at its sole discretion, shall 1) rescind its cancellation notice by registered or certified mail **or** 2) promptly arrange for the decommissioning of the Facility in accordance with the Decommissioning Obligations **or** 3) pay the Obligee and/or the Planning Commission for any out of pocket costs incurred for decommissioning of the Facility minus any salvage. In no event shall the liability of the Surety exceed the penal sum of the bond.

Signed, sealed and dated this _____ day of _____, 20__.

Wild Springs Solar, LLC
Principal

The Ohio Casualty Insurance Company
Surety

By: _____

By: _____

DRAFT