

Annually Renewable Site Decommissioning Bond

BOND # EACX4056101

KNOW ALL MEN BY THESE PRESENTS: That Philip Wind Partners, LLC (hereinafter called the "Principal"), and Endurance Assurance Corporation (hereinafter called the "Surety"), are held and firmly bound unto Kroetch Land Company, LLC (hereinafter called the "Obligee"), in the full and just sum of Twelve Thousand Five Hundred and 00/100 (\$12,500.00), 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 was granted permit approval by the South Dakota Public Utilities Commission for mud mat installation at Philip Wind on June 17, 2026.

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

WHEREAS, the Obligee 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 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 06/16/2026 and expiring 06/15/2027. 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 Obligee 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 Obligee 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 Permit and to perform or sublet same; c) or to tender to the Obligee 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 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 Permit, then the terms of this bond shall prevail.
7. The Obligee'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.

Any Notice to Parties shall be in writing via overnight mail or email as follows:

Notice as to Principal :

Philip Wind Partners, LLC
c/o Invenergy LLC
1 S Wacker Dr, Suite 1500
Chicago, IL 60606
Phone: 312-582-1485
Email: generalcounsel@invenergy.com

Notice as to Oblige:

Kroetch Land Company, LLC
Sondra Kroetch
300 S. Auto Ave.
Philip, SD 57567
Email:sondrak0402@gmail.com

Notice as to Surety:

Sompo International-Surety Claims
12890 Lebanon Road
Mt. Juliet, Tennessee, 37122
Phone: (615) 553-9500

LexonClaimAdministration@sompo-intl.com

Signed and sealed this 16th day of June, 2026.


PRINCIPAL: Philip Wind Partners, LLC


_____ (seal)

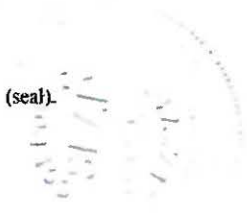
(Name & Title)

Brian Schierloh
Vice President of Inrenergy LLC,
Manager of Philip Wind Partners, LLC

SURETY: Endurance Assurance Corporation


_____ (seal)

William T Krumm, Attorney-in-Fact




SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois
County of Cook

I, Jodie L Sellers, Notary Public, do hereby certify that William T Krumm Attorney-in-Fact, of the Endurance Assurance Corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Endurance Assurance Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 16th day of June, 2026.



Notary Public Jodie L Sellers
My Commission expires: 05/28/2027





KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: William T Krumm, Jon A Schroeder, Jodie Sellers, Sharon A Foulk, Cassandra Stone, Christina Lauredi as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation, Endurance American Insurance Company, Lexon Insurance Company, Bond Safeguard Insurance Company. By: Richard Appel, SVP & Senior Counsel. Includes four corporate seals for the respective companies.

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23. Includes Notary seal for Amy Taylor, State of Tennessee, Davidson County.

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that: 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof; 2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified: "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 16 day of June 2026

By: Daniel S. Lurie, Secretary. Includes signature and seal of Daniel S. Lurie.

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully. The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List. In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Annually Renewable Site Decommissioning Bond

BOND # EACX4056100

KNOW ALL MEN BY THESE PRESENTS: That Philip Wind Partners, LLC (hereinafter called the "Principal"), and Endurance Assurance Corporation (hereinafter called the "Surety"), are held and firmly bound unto Terry L Buchert (hereinafter called the "Obligee"), in the full and just sum of Twelve Thousand Five Hundred and 00/100 (\$12,500.00), 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 was granted permit approval by the South Dakota Public Utilities Commission for mud mat installation at Philip Wind on June 17, 2026.

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

WHEREAS, the Obligee 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 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 06/16/2026 and expiring 06/15/2027. 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 Obligee 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 Obligee 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 Permit and to perform or sublet same; c) or to tender to the Obligee 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 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 Permit, then the terms of this bond shall prevail.
7. The Obligee'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.

Any Notice to Parties shall be in writing via overnight mail or email as follows:

Notice as to Principal :

Philip Wind Partners, LLC
c/o Invenergy LLC
1 S Wacker Dr, Suite 1500
Chicago, IL 60606
Phone: 312-582-1485
Email: generalcounsel@invenergy.com

Notice as to Obligee:

Terry L. Buchert
21785 SD Highway 73
Philip SD 57567
Phone: 605-685-3430

Notice as to Surety:

Sompo International-Surety Claims
12890 Lebanon Road
Mt. Juliet, Tennessee, 37122
Phone: (615) 553-9500

LexonClaimAdministration@sompo-intl.com

Signed and sealed this 16th day of June, 2026.

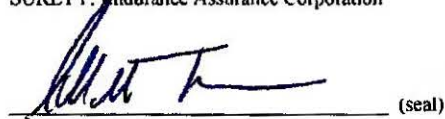
PRINCIPAL: Philip Wind Partners, LLC

 (seal)

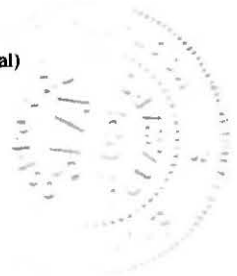
(Name & Title)

Brian Schierloh
Vice President of Inrenergy LLC,
Manager of Philip Wind Partners, LLC

SURETY: Endurance Assurance Corporation

 (seal)

William T. Krumm, Attorney-in-Fact



SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois

County of Cook

I, Jodie L Sellers, Notary Public, do hereby certify that William T Krumm Attorney-in-Fact, of the Endurance Assurance Corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Endurance Assurance Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 16th day of June , 2026.



Notary Public

Jodie L Sellers

My Commission expires:

05/28/2027



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **William T Krumm, Jon A Schroeder, Jodie Sellers, Sharon A Foulk, Cassandra Stone, Christina Laurendi** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.



Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 16 day of June, 2026.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870