

BOND # PB02230800215

Annually Renewable Decommissioning Bond

KNOW ALL MEN BY THESE PRESENTS: That Three Corners Solar, LLC (hereinafter called the "Principal"), and Philadelphia Indemnity Insurance Company (hereinafter called the "Surety"), are held and firmly bound unto Maine Department of Environmental Protection (hereinafter called the "Obligee"), initially in the full and just sum of Seven Million Eight Hundred Seventy Three Thousand Nine Hundred.00/100 Dollars (\$7,873,900.00), 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 has or will construct a commercial solar photovoltaic facility ("Solar Farm"), as that term is currently defined by the Maine DEP Order Number #L-29746-DP-C-N and located at 1120 Unity Road, Benton, ME 04901 ("Property") and referred to as Three Corners Solar ("Project"); and

WHEREAS, the Principal has been authorized to construct a Solar Farm by virtue of a legislative enactment by the Obligee and by other administrative approvals of Boards of the Obligee, all of which are conditioned upon the requirement that the Principal file security to cover the cost of decommissioning all facilities/structures which are part of the "Solar Farm" at the Property; and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said decommissioning pursuant to the terms and conditions of the Maine DEP Order Number #L-29746-DP-C-N and the provisions set forth in this Decommissioning bond (the "Bond Agreement").

NOW, THEREFORE, UPON EXECUTION BY THE PRINCIPAL AND SURETY AND UPON ACCEPTANCE BY THE OBLIGEE, THIS OBLIGATION SHALL BECOME EFFECTIVE AND SHALL REMAIN IN FULL FORCE AND EFFECT PURSUANT TO THE FOLLOWING EXPRESS PROVISIONS:

1. This bond is for the term beginning 07/07/2022 and ending 07/07/2023. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. The failure of the Principal to provide a replacement bond or other form of financial assurance acceptable to Obligee at least ten days prior to the expiration of this or any future term of this bond constitutes a loss to the Obligee recoverable under this bond.
2. This Bond shall terminate prior to the term set forth above only upon receipt by Surety of an express, written statement by Obligee that the Solar Farm has been dismantled, in accordance with the decommissioning plan referenced and incorporated into the Bond Agreement, to the Obligee's satisfaction and that the Bond may be released by Surety.
3. 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 Obligee becoming aware of the default occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to either cure the default; or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price 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.
4. 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 year from termination or expiration of the bond term.
5. 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.
6. 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.
7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
8. Nothing in this bond shall be construed to waive, release, or otherwise modify in any way the rights and obligations of Obligee or Principal under the Bond Agreement or any of the terms or conditions of the Bond Agreement.
9. 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 Surety.

Signed and sealed this 7th day of July, 2022.

PRINCIPAL:

Three Corners Solar, LLC (seal)

Michael U. Alvarez

(name & title) Michael U. Alvarez, Chief Operating Officer

SURETY:

Philadelphia Indemnity Insurance Company (seal)

Tracie House

Tracie, House, Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: PB02230800215
Principal: Three Corners Solar, LLC
Obligee: Maine Department of Environmental Protection

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tracie House its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile 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 TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

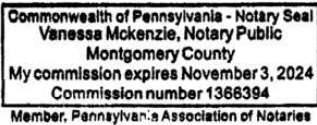


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of July, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY