

DECOMMISSIONING BOND

Bond No.: 9324758

KNOW ALL MEN BY THESE PRESENTS, THAT WE OYA Blanchard Road 2 LLC (Hereinafter called Principal), as Principal and Fidelity and Deposit Company of Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland (hereinafter called "Surety") as Surety, are held and firmly bound unto [REDACTED] (Hereinafter called "Obligee"), as Obligee, in the penal sum of Two Hundred Forty Seven Thousand Two Hundred Fifty and 00/100 (\$247,250.00) good and lawful money of the United States of America, to be paid to the Obligee, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been granted approval by the [REDACTED] for a Special Use Permit for [REDACTED] Solar project a 5.0 MW ground mount tracker based solar project in the Town of Orleans, NY, and

WHEREAS, as a condition of said approval, the Principal is required to file security to cover the cost of the removal of solar equipment, the management of excess materials and waste, and the restoration of Project Location to allow for the future use of the land associated with the Blanchard Road 2 Community Solar Project and pursuant to NY Town Law and the Town of Orleans Zoning Ordinance Article 7.

NOW, THEREFORE THE CONDITION OF TIDS OBLIGATION IS SUCH, that if the said Principal shall comply with the conditions of the Bond as referenced above, then this obligation shall be void, otherwise to remain in full force and effect.

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

1. The term of this Bond is for ____ year(s) beginning on _____, 2020, unless released by the Obligee prior thereto.
2. The liability of the Surety shall not be discharged by any payment or succession of payments under this Bond, unless and until such payment shall amount in the aggregate to the penal sum of the Bond, but in no event exceed the penal sum of the Bond regardless of the number of extensions or years it may be in effect.
3. That in the case of default of the Principal, the Obligee will give written notice to the Surety within thirty (30) days thereafter.
4. 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. No assignment by the Principal shall be effective without the written consent of the Surety.

5. During the term of this Bond, the Surety shall notify both the Obligees and the Principal by certified mail 120 days before any cancellation of this Bond. If the Principal does not extend the effective date of this Bond or establish alternate financial assurance within 90 days after receipt of a cancellation notice by the Surety, the Obligees may draw on this Bond.

6. All suits, actions on this Bond must be brought within sixty (60) days of the termination of the Permit or Bond, whichever shall occur first.

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

8. 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 clean-up, wetlands mitigation, remediation actions or removal or responsibility for any of these pollution risks whatsoever, unless such matters are a direct result of Principal's actions and required as a result of the conditions set forth in the Permit or for tort liability.

9. No modification of the Permit guaranteed by this Bond shall be binding on the Surety or covered by this Bond without the written consent of the Surety.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be executed in their names and by their seals to be hereunder affixed on this _____ day of _____, 2020.

OYA BLANCHARD ROAD

ATTEST _____

BY: _____

Fidelity and Deposit Company of Maryland

ATTEST _____

BY: _____

The above terms and conditions of this Bond have been reviewed and accepted by _____ the Obligees.

Acknowledged and Accepted:

By: _____

Printed Name: _____

Title: _____

Date: _____