

DECOMMISSIONING BOND

KNOW ALL MEN BY THESE PRESENTS;

That we 160TIH WHAM8 SOLAR, LLC as Principal, and Endurance Assurance Corporation, a corporation of the State of Delaware, as Surety, are held and firmly bound unto Town of Wareham, as Oblige, in the full and just sum of One Hundred Forty Eight Thousand Eight Hundred Thirty One and 07/100 DOLLARS (\$148,831.07), lawful money of the United States of America, to the payment of which sum, well and truly be made, the 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 entered into a Site Plan Review Agreement (the Agreement), dated January 14, 2019, with the Oblige for construction, operation and decommissioning of a ground-mounted photovoltaic solar energy generating facility as further defined in said Agreement, which Agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall perform decommissioning activities as fully described in said agreement, for which a bond must be posted, and shall reimburse said Oblige all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal, 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 Oblige subject to the following express conditions:


1. It is understood by all parties to the Agreement that this bond may be canceled by Surety by giving (120) one hundred twenty days notice by certified mail to the Oblige. It is understood and agreed that the Oblige may recover the full amount of the Bond (less any previous amounts paid to the Oblige under the Bond) if the Surety cancels or non-renews the Bond and, within (30) thirty days prior to the effective date of the cancellation or non-renewal, the Oblige has not received collateral acceptable to it to replace the Bond, in accordance with the Agreement. The Surety shall have the right to rescind its cancellation any time during this 30-day period.
2. In the event of a default by the Principal in the performance of the Agreement during the term of this bond, the Surety shall be liable only for payment of the loss to the Oblige due to its incurred cost to complete the principal's obligation under the Agreement, reasonable attorney's fees and enforcement costs, which occurred during the effective period of the bond, up to the maximum penalty of this bond.
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 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 Oblige named herein or the heirs, executors, administrators or successors of the Oblige.
5. No modification of the Agreement guaranteed by this bond shall be binding on the Surety or covered by this bond without the written consent of the Surety.
6. This bond shall not bind the Surety unless the bond is accepted by the Oblige. The acknowledgment and acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Oblige below, this bond shall be deemed null and void.
7. No later than ten (10) business days after Surety receives from Oblige a demand notice, substantially in the form attached hereto as Attachment A ("Demand Notice"), Surety shall pay to Oblige, by wire transfer of immediately available funds, the amount specified by Oblige in such demand notice.

Signed and sealed this 21st day of December, 2020.

160TIH WHAM8 SOLAR, LLC

Principal

By:


PATRICK SULLIVAN
VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By:  Surety
William M. Smith Attorney-In-Fact

The above terms and conditions of this bond have been reviewed and accepted by _____, the Obligee.

Acknowledged and Accepted:

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT A TO SURETY BOND NO. EACX4000296
FORM OF DEMAND NOTICE

Town of Wareham

12/21/2020

Endurance Assurance Corporation
4 MANHATTANVILLE ROAD
PURCHASE, NY 10577

Re: Demand Notice under Surety Bond, No. EACX4000296, dated and effective as of 12/21/2020 (“Bond”), entered into by Endurance Assurance Corporation (“Surety”) and 160TIH WHAM8 SOLAR, LLC (“Principal”) and issued by Surety on behalf of Principal in favor of Town of Wareham (“Obligee”).

Ladies and Gentlemen:

This letter constitutes Obligee’s Demand Notice to Surety in accordance with the Bond. All capitalized terms used and not otherwise defined in this Demand Notice have the meanings assigned to them in the Bond.

[Insert one or both of the following two paragraphs, as applicable:

The undersigned hereby certifies to Surety that (\$[dollar amount]) is due and owing from Principal to Obligee under the terms of the [name of contract between Obligee and Principal]. Obligee hereby demands payment from Surety in the amount of \$[dollar amount].

- or -

The undersigned hereby certifies to Surety that, as of the close of business on [date less than thirty (30) days before the expiration of the Bond], Principal has failed to replace the Bond in satisfaction of the credit requirements established by the [name of contract between Obligee and Principal]. Obligee hereby demands payment from Surety in the amount of \$[dollar amount].]

Please pay this amount in accordance with the following payment instructions no later than ten (10) Business Days after your receipt of this Demand Notice.

[Obligee’s wire transfer instructions]

Sincerely,

Town of Wareham

By: _____

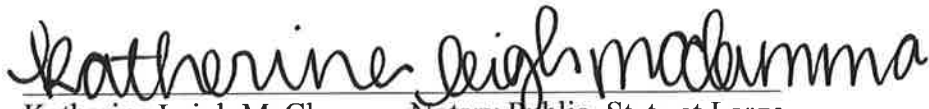
Name:

Title:

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

State of Alabama)
) ss
County of Jefferson)

On this 21st day of December, 2020 before me, appeared William M. Smith to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-In-Fact for Endurance Assurance Corporation, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said William M. Smith, acknowledged said instrument to be the free act and deed of said corporation.


Katherine Leigh McClamma, Notary Public, State at Large

My commission expires: January 24, 2021



SOMPO INTERNATIONAL

INSURANCE

10034

POWER OF ATTORNEY

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: **Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Robert R. Freel, Anna Childress, Alisa B. Ferris** 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 DOLLARDS (\$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 M Appel*
Richard Appel, SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



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*

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 21st day of December, 2020.

By: *Daniel S. Lurie*

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On December 22, 2020 before me, Ari Fontanilla, Notary Public
(insert name and title of the officer)

personally appeared Patrick Sullivan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

