

**LAPORTE COUNTY**  
**DECOMMISSIONING PLAN AGREEMENT**

This Decommissioning Plan Agreement (“Agreement”) is dated as of \_\_\_\_\_, 2024 (“Effective Date”), by and between Bluestem Solar Farm, LLC, a Delaware limited liability company, qualified to do business in Indiana (the “Company”), and LaPorte County, Indiana, by and through the Board of Commissioners of LaPorte County, Indiana (“County”).

**RECITALS**

WHEREAS, Company desires to build a Solar Energy System (“SES”) project in LaPorte County, Indiana (the “Project”); and pursuant to the Solar Ordinance (the “Ordinance”), Company is required to provide a Decommissioning Plan and, prior to start of construction, cost estimates and financial security to LaPorte County regarding the cost of decommissioning the Project, including demolition and removal of the Project facility, together with other provisions to ensure proper decommissioning upon the end of the Project life or facility abandonment; and

WHEREAS, for purposes of this Agreement, “Project Facilities” are defined to include, but not be limited to, solar panels, racks, inverters, piles, foundations, transformers and above ground transmission and all other improvements associated with the Project and as contemplated by the Ordinance.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I**  
**REMOVAL BOND ISSUANCE**

Section 1.1 Agreement to Decommission; Removal Bond Amount. Company shall decommission each of the Project Facilities and related improvements pursuant to the terms of this Agreement, with detailed Plan related thereto described on **Exhibit A** attached hereto, which shall be deemed the Decommissioning Plan under the Ordinance. Company shall decommission each of the Project Facilities and related improvements upon the discontinuation of use, which shall be deemed to occur upon the failure of such Project Facilities to produce electricity for one (1) year (the “Abandonment Period”), unless a plan outlining the steps and schedule for returning the Project Facilities to service is submitted and approved by the County prior to expiration of the Abandonment Period, or within 120 days of discontinued operations. Decommissioning shall include: (i) removal from the property of each of the Project Facilities and related improvements installed or constructed by Company, unless the Zoning Administrator allows otherwise to prevent soil erosion, (ii) disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations, and (iii) stabilization or re-vegetation of the site as necessary to minimize erosion. Decommissioning shall be initiated within 120 days of the expiration of the Abandonment Period and completed within one (1) year thereafter; an additional six (6) month extension shall be allowed if approved by the Zoning Administrator. In the event of a disagreement between County and Company regarding the restoration, Company and the County shall mutually

agree upon an outside mediator to resolve any disagreements regarding the restoration and Company shall pay fifty percent (50%) of the cost of the mediator with the County incurring the remaining fifty percent (50%) of the cost.

In the event of a force majeure or other event which results in the absence of electrical generation for twelve consecutive (12) months, by the end of the twelfth month of non-operation, Company must demonstrate by submittal of a plan to the County that the Project will be substantially operational and producing electricity within eighteen (18) months of the end of the force majeure or other event. If such a demonstration is not made to the County's reasonable satisfaction, the decommissioning must be initiated within eighteen (18) months after the end of the force majeure or other event. The approval of the County of such a plan may not be unreasonably withheld. The County considers a force majeure to be due to the following causes: fire, earthquake, flood, tornado, ice storm, or other acts of God and natural disasters, and war, civil strife, terrorism or other similar violence.

Upon commencement of construction of the Project, Company shall obtain and deliver to the Landowners a performance bond or letter of credit equal to at least one hundred percent (100%) of the Removal Costs, as hereinafter defined, in form and substance reasonably satisfactory to the County securing performance of Company's obligation to complete the Decommissioning Obligations (the "Removal Bond"). The performance bond provider shall have a credit rating of at least A- and VII. The parties agree that the form of bond is substantially as shown on the attached **Exhibit B** subject to the County approval of the surety issuer, which approval may not be unreasonably withheld. The "Removal Costs" shall include the cost to complete the Decommissioning Obligations, and shall consider the anticipated life of the Project, the anticipated manner in which the Project will be decommissioned, the anticipated site restoration actions, and the estimated net decommissioning costs (decommissioning costs less salvage value, which must also be specified) in current dollars, including a methodology for calculating any adjusted costs over the life of the Project. One (1) third party licensed or registered engineer or professional with experience in the decommissioning of SES shall be retained and compensated by Company to determine the amount of the Removal Costs. Company shall provide estimate of the Removal Costs at time of application for Improvement Location Permit, after Project design complete. Once in place, Company shall keep such Removal Bond, or similar financial assurance, in force throughout the remainder of the term of the Landowner leases and the duration of the Project and for six (6) months after Decommissioning Obligations are completed.

Five (5) years from the start of construction and each five (5) years thereafter for the duration of the operation of the Project, Company shall deliver to County not later than ninety (90) days prior to the expiration date of any posted Removal Bond (the "Renewal Deadline"), a certificate of continuation extending the expiration date of the then-existing Removal Bond for an additional period based on current industry practices, be it an annual renewal or otherwise. At the end of every five (5) years, such certificate of continuation shall include an updated estimate of the Removal Costs determined by the same method set forth above (using the same licensed or registered engineer or other engineers, if available). Company shall provide County written notice no later than ninety (90) days prior to the Renewal Deadline that the Renewal Deadline is approaching and that a certificate of continuation is forthcoming pursuant to the terms set forth herein. A new Removal Bond, in the revised amount, if any, shall be provided sixty (60) days prior to the Renewal Deadline.

ARTICLE II  
DISBURSEMENT OF SECURITY

Section 2.1 Rights of the County. In the event Company and its lenders fail to complete the Decommissioning Obligations in accordance with the requirements of this Agreement and LaPorte County Zoning Ordinance, the County may: (i) seek injunctive relief to effect or complete decommissioning (in which case the County if it is the prevailing party may seek its reasonable actual attorneys' fees) or (ii) in its sole election, undertake the decommissioning of the Project after receipt of an appropriate court order. In the event the County elects to undertake the decommissioning of the Project, its employees or contractors are granted a right of access, pursuant to reasonable notice, to effect or complete decommissioning, and the County may make a claim(s) upon the Removal Bond to the Surety for the Removal Costs subject to the limitations set forth herein. Any claim made by the County upon the Removal Bond shall be limited to such expenses incurred by the County for the performance of the Decommissioning Obligations, including reasonable professional fees. The County may seek reimbursement from Company or its successors for decommissioning costs in excess of the Removal Bond, and it may file and pursue a lien against any real estate owned by Company or its successors for the amount of any excess decommissioning costs over and above the Removal Bond.

Section 2.2 Rights of the Landowners. In the event Company and its lenders fail to complete the Decommissioning Obligations in accordance with the requirements of this Agreement and the LaPorte County Zoning Ordinance, the Landowners may, in their sole election, undertake the decommissioning of the Project pursuant to the terms and conditions set forth in the Leases. Any Landowner's election to decommission all or any portion of the Project in accordance with the foregoing shall not create an obligation to such Landowner, Company or any other third party to complete the decommissioning of the entire Project. In the event a Landowner elects to undertake the decommissioning of the Project pursuant to this Agreement, it may make a claim(s) upon the Removal Bond to the Removal Bond provider for the Removal Costs, subject to the limitations set forth herein. Any claim made by a Landowner upon the Removal Bond shall be limited to such expenses incurred by such Landowner for the Decommissioning Obligations, including reasonable professional fees.

Section 2.3 County Cooperation. In the event the Landowners elect to undertake or complete the Decommissioning Obligations as to all or any portion of the Project, the County shall execute all documentation reasonably required or requested by the Removal Bond, Company and/or its lenders as necessary to waive the County's rights to all or a portion of the Removal Bond funds and to otherwise permit the Landowners to make claims against the Removal Bond or at the option of the Landowners, return the Removal Bond to Company. Additionally, the County and the Landowners may enter into a "Letter of Understanding" (in recordable form) by which certain Project Facilities such as access roads, fences, gates and out-buildings, as deemed necessary or useful by the Landowners, may be allowed to remain in place.

Section 2.4 Landowner Leases. Company represents and agrees that all Leases for Project Facilities shall contain terms that provide that the Project Facilities are properly decommissioned upon expiration or earlier termination of the Project (except as otherwise allowed under Section 1.1 hereof or specifically provided in a Landowner Lease); provided, however, that

delivery of such terms of the Leases shall not relieve Company of any of its obligations under this Agreement.

Section 2.5 Release of Removal Bond. The Removal Bond provider shall release the Removal Bond when Company has demonstrated to the satisfaction of the County (in its reasonable discretion) that the Decommissioning Obligations have been satisfied.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations, Warranties and Covenants of County. The County represents and warrants to Company as follows:

(a) The County has full power and authority, on behalf of the County, to deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement by the County will not, to the best of County's knowledge, violate any applicable law of the State of Indiana.

Section 3.2. Representations, Warranties and Covenants of Company. Company represents and warrants to the County as follows:

(a) Company has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement by the Company will not, to the best of Company's knowledge, violate any applicable law of the State of Indiana.

### ARTICLE IV TERM

Section 4.1 Term. The term of this Agreement shall commence upon issuance of an Improvement Location Permit for the Project, and this Agreement and Landowner's rights hereunder shall terminate upon the completion of Decommissioning Obligations in accordance with the terms of this Agreement. Upon termination of this Agreement, the County shall execute all documentation necessary or reasonably required in order to release and waive all claims to the Removal Bond and the salvage value of the Project Facilities upon the request of Company.

ARTICLE V  
MISCELLANEOUS

Section 5.1 No Waiver, Remedies Cumulative. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any party hereto of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law.

Section 5.2 Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing delivered to the intended recipient at the address set forth below or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

If to Company:           Bluestem Solar Farm, LLC  
                                  c/o RWE Renewables Development, LLC  
                                  353 N. Clark Street, 30<sup>th</sup> Floor  
                                  Chicago, IL 60654  
                                  Attn: Tax Department

and

Bluestem Solar Farm, LLC  
1401 E 6th St, Suite 400  
Austin, TX 78702  
Attn: Legal Department  
Email: [uslegal@rwe.com](mailto:uslegal@rwe.com)

With copies to:       Dentons Bingham Greenebaum LLP  
                                  10 W. Market Street, Suite 2700  
                                  Indianapolis, IN 46204  
                                  Attn: Mary E. Solada, Esq.  
                                  Email: [mary.solada@dentons.com](mailto:mary.solada@dentons.com)

If to the County:      LaPorte County Commissioners  
                                  555 Michigan Avenue, Suite 202  
                                  LaPorte, IN 46350

All notices to the County and County Commissioners shall include a copy to LaPorte County Board of Zoning Appeals attorney:

Douglas Lee Biege, Esq.  
Drayton, Biege, Sirugo & Elliott, LLP  
820 Jefferson Avenue  
LaPorte, IN 46350  
Email: [dlbiege@dbselaw.com](mailto:dlbiege@dbselaw.com)

Section 5.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by each of the parties hereto. Any amendment to this Agreement shall be subject to a public meeting and approved by the County.

Section 5.4 Successors and Assigns.

(a) This Agreement shall (i) remain in full force and effect until the termination hereof pursuant to Section 4.1 hereof; and (ii) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(b) Except as provided in subsections (c), (d) (e) and (f) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Company pursuant to this Agreement. For the avoidance of doubt, no direct or indirect change of control of the ownership interests of Company, or any other sale of direct or indirect ownership interests in Company, including any tax equity investment or passive investment, shall constitute an assignment requiring the consent of the County under this Agreement. Notwithstanding the above, the Project may not be expanded, extended, enlarged or moved to a new location as provided in Section 24.08 of the JZO and further provided that the Company must first receive the prior written approval of the County Building Commissioner before such transfer. In the event that the Building Commissioner does not provide prior written notice of a transfer, the Company may request such approval from the Board of Zoning Appeals.

(c) Company may, without the consent of the County but upon notice to County, assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement to any affiliate or subsidiary or to a company or other entity that acquires substantially all of the assets of Company. So long as an assignee assumes in writing all assigned obligations under this Agreement, including providing a new Removal Bond to the County for its records prior to the assignment, Company shall be released from liability for the assigned obligations hereunder. Notwithstanding the foregoing, with prior written notice to the County but without the need for consent of the County, so long as the new Removal Bond is provided to the County for its records prior to the assignment or transfer, Company may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this

Agreement, to a (i) public utility, or (ii) any other company or entity, provided that in either instance that such assignee or affiliated company shall have a net worth of a minimum of \$10,000,000 as confirmed by audited financial statements as of the most recent fiscal year.

(d) Any transfer or assignment pursuant to this Section 5.4 shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. Any assignment of this Agreement by Company to an assignee shall be subject to Company assigning its rights and obligations under the Road Use Agreement, dated August \_\_\_\_, 2024 (the “Road Use Agreement”). Any notice of assignment required to be delivered by Company pursuant to this Section shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be necessary to demonstrate compliance with this Section, including the proposed form of new Removal Bond, and shall be delivered to the County not less than forty-five (45) days after the effective date of the assignment. The restrictions on Company’s ability to assign this Agreement set forth in this Section shall expire fifteen (15) years after the date of the completion of the Project; provided, however, that following the expiration of such restrictions, Company shall still provide notice of any assignment of this Agreement to the County not less than forty-five (45) days after the effective date of the assignment, the assignee shall still agree in writing to be bound by the terms of this Agreement, and any assignment of this Agreement by Company to an assignee shall still be subject to Company assigning its rights and obligations under the Road Use Agreement and the Economic Development Agreement (if any) to the same assignee.

(e) Company may also, without the prior approval of the County, enter into any partnership or contractual arrangement, including, but not limited to, a partial or conditional assignment of equitable interest in Company or its parent to any person or entity, including, but not limited to, tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Project (any of the foregoing actions, a “Collateral Assignment”) and the County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Company shall notify the County in writing of the name, address, and telephone numbers of each party in favor of which Company’s interest under this Agreement has been encumbered (each such party, a “Financing Party” and together, the “Financing Parties”). Such notices shall include the names of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Company shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. Company shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed to by the County.

Section 5.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to matters covered by this Agreement and supersedes any and all prior agreements and understandings, written or oral, relating to decommissioning of the Project.

Section 5.6. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the

parties hereto as nearly as may be possible, and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 5.7 Headings. Headings appearing herein are used solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of laws provisions. Venue for any action related to this Agreement shall be in a court of appropriate jurisdiction located in LaPorte County, Indiana.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year first written above.

Company

Bluestem Solar Farm, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County

The Board of Commissioners of LaPorte County,  
Indiana

By: \_\_\_\_\_  
Connie Gramarossa, Commissioner

By: \_\_\_\_\_  
Richard Mrozinski, Commissioner

By: \_\_\_\_\_  
Joe Haney, Commissioner



## EXHIBIT A

### FORM OF BLUESTEM SOLAR FARM, LLC – DECOMMISSIONING PLAN

Bluestem Solar Farm, LLC (the “Project”) shall adhere to the following decommissioning plan.

The procedures outlined herein are formulated to ensure public health and safety, environmental protection, and compliance with applicable laws and regulations. The procedures described identify the proposed activities to restore the site upon operation completion.

- 1) The Decommissioning Plan for the project consists of the following major elements:

Decommissioning includes removing the solar array equipment to a depth of four (4) feet. Access roads and drainage structures will be removed unless requested to remain in place by the landowner. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements. Access roads and other compacted areas would be decompacted and topsoil replaced. Final restoration may include re-vegetation as pasture, returning the site to agricultural use, or returning the site as close as possible to its pre-construction condition.

- 2) The plan includes provisions for removal of all the following equipment:

- Solar modules
- Solar trackers
- Tracker foundation piles
- Inverters
- Transformers
- Overhead cables
- Equipment pads and foundations,
- Equipment cabinets,
- Access roads
- Security fence
- Drainage structures

- 3) The plan includes provisions for restoration of the following:

The Company will restore and reclaim the site based upon the pre-construction use. We assume that most of the site will be utilized for agriculture after decommissioning and appropriate measures will be implemented to facilitate agricultural use. Since the solar array will have perennial vegetation in place at the time of decommissioning, seeding and decompaction activities will be focused on areas where access roads and equipment pads are removed. Best management practices (BMPs) to minimize erosion and contain sediment to the extent practicable that will be employed on the Project include:

1. Minimizing new disturbance and removal of vegetation to the greatest extent practicable.
2. Removing solar equipment and access roads up to four (4) feet below surrounding grade, backfill with subgrade material and cover with suitable topsoil.
3. Stockpiling any topsoil that is removed from the surface for decommissioning to be reused when restoring plant communities once decommissioning activity is complete.
4. Stabilizing soils and re-vegetate with perennial prairie plants appropriate for the soil conditions and adjacent habitat using local seed sources where feasible, consistent with landowner objectives. Reseeding with perennial prairie plants will not be performed for site that will be returned to agricultural use or other more intensive beneficial uses.

**EXHIBIT B**

**FORM OF DECOMMISSIONING BOND**

Annually Renewable Site Decommissioning Bond

BOND # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Principal")  
and \_\_\_\_\_ (hereinafter called the "Surety"), are held and firmly  
bound unto \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Obligee"), in the full and just sum of  
\_\_\_\_\_  
\_\_\_\_\_,  
the payment of which sum, well and truly to be made, the said Principal and Surety bond themselves, and each of their  
heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal acquired the \_\_\_\_\_ including the decommissioning  
obligation imposed upon \_\_\_\_\_ in the Resolution Approving Special Land Use Permit for the \_\_\_\_\_  
Project dated \_\_\_\_\_ for the construction of the \_\_\_\_\_ (hereinafter called the "Permit).

WHEREAS, 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, then this obligation shall be void, otherwise 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 \_\_\_\_\_ and expiring \_\_\_\_\_. The bond will automatically renew for one year period upon the expiration date set forth above and upon each anniversary of such date, unless at least one hundred twenty (120) 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 the 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.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

\_\_\_\_\_ (seal) \_\_\_\_\_  
(Name & Title)