BLUEGRASS CREEK SOLAR LLC -
VANDERBURGH COUNTY, INDIANA
DECOMMISSIONING PLAN AGREEMENT

This Decommissioning Plan Agreement ("Agreement") is dated as of _____, 2025 ("Effective Date"), by and between Bluegrass Creek Solar LLC, a Delaware limited liability company qualified to do business in Indiana (the "Company"), and Vanderburgh County, Indiana, by and through its Board of Commissioners (the "County").

RECITALS

A. Company desires to build Large-Scale Commercial Solar Energy Generating Facilities in Vanderburgh County, Indiana (the "Project") and, pursuant to Section 17.13.050(G) of the Vanderburgh County Zoning Ordinance (the "Ordinance"), Company is required to submit a decommissioning plan to the Area Plan Commission ("APC") with an Improvement Location Permit Application to ensure that facilities are properly removed after their useful life. [Ordinance 17.13.050(G)(1)]

B. For purposes of this Agreement, "Project Facilities" means, collectively, all structures, foundations, roads, other surface gravel, concrete or pavement areas, and cables associated with the Project. [Ordinance 17.13.050(G)(6)]

C. The references herein to the APC shall include any delegated authority of the Executive Director to approve.

AGREEMENT

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

ARTICLE I
AGREEMENT TO DECOMMISSION; SECURITY

Section 1.1 Agreement to Decommission.

(a) At least one-hundred and twenty (120) days before discontinuing commercial energy generating activity on the Project site, Company shall provide to the APC a written notice of intent to decommission the Project including a proposed date for completion of final decommissioning. [Ordinance 17.13.050(G)(5)] Company shall decommission the Project Facilities pursuant to the terms of this Agreement (the "Decommissioning Obligations"), with a detailed Decommissioning Plan related thereto described on **Exhibit A** attached hereto, which shall be deemed the Decommissioning Plan under the Ordinance. Company shall decommission the Project Facilities in accordance with the Decommissioning Plan and restore the Project site after the failure of Project Facilities to produce any electricity for twelve (12) consecutive months unless a plan outlining the steps and schedule for returning the Project Facilities to service is submitted and approved by the County. Decommissioning shall include: (i) removal from the

property of Project Facilities to a depth of forty-eight inches (48") beneath the soil surface, and (ii) restoration of the ground surface of the Project site so that it is reasonably similar to its pre-construction condition, including restoration of soil and vegetation as more particularly described in **Exhibit B** (Agricultural Soil Reclamation Plan) attached hereto. [Ordinance 17.13.050(G)(4), (7)]

(b) All structures that are part of the Project Facilities and no longer used at the Project site shall be removed within six (6) months of the decommissioning start date, and the rest of the Decommissioning Obligations shall be completed within twelve (12) months of the decommissioning start date; *provided,* that Company may petition the APC for an extension of such six (6) month period or twelve (12) month period upon the showing of reasonable circumstances that caused the delay in starting or continuing the decommissioning. [Ordinance 17.13.050(G)(4), (8)]. Said Decommissioning Plan shall include the recycling of said Project Facilities according to the highest standards generally followed by the independent power industry.

(c) In the event of a force majeure (as defined below) which results in the failure of Project Facilities to produce electricity, Company must demonstrate by submittal of a plan to the County that the Project will be substantially operational and producing electricity within twenty-four (24) months of the end of the force majeure event. If such a demonstration is not made to the County's reasonable satisfaction, decommissioning must be initiated within eighteen (18) months after the end of the force majeure event. The approval of the County of such plan may not be unreasonably withheld. A "force majeure" event includes the following: fire, earthquake, flood, tornado, ice storm, or other acts of God and natural disasters, war, civil strife, terrorism or other similar violence, or other act or condition beyond the reasonable control of Company.

Section 1.2 Decommissioning Security.

(a) *Decommissioning Security*. Prior to the issuance of an Improvement Location Permit (ILP) or building permit by the County for the Project, Company shall submit to the County a letter of credit, performance bond, surety bond or an equivalent means of security which is reasonably satisfactory to the County which secures performance of Company's obligation to complete the Decommissioning Obligations (the "Decommissioning Security"), in an amount equal to one hundred twenty percent (120%) of the estimated Decommissioning Costs (as defined below). The Decommissioning Security shall remain in force for five (5) years, after which it shall be updated in accordance with Section 1.2(c) below. [Ordinance 17.13.050(G)(2)]

(b) *Estimated Decommissioning Costs*. "Decommissioning Costs" shall mean the estimated cost to complete the Decommissioning Obligations net of any estimated salvage value attributable to any Project Facilities, as calculated by a third party licensed or registered engineer (or by another person with suitable experience in the decommissioning of Large-Scale Commercial Solar Energy Generating Facilities) selected by Company and reasonably approved by the County. Such third party shall be retained and compensated by Company.

(c) *Five-Year Updates*. Five (5) years after the Decommissioning Security is first provided and every five (5) years thereafter for the duration of the operation of the Project, Company shall deliver to the County not later than ninety (90) days prior to the expiration date of any posted Decommissioning Security (the "Renewal Deadline"), new Decommissioning Security

based on an updated estimate of the Decommissioning Costs determined by the method set forth in Section 1.2(b) above. Company shall provide the County written notice no later than ninety (90) days prior to the Renewal Deadline that the Renewal Deadline is approaching and that new Decommissioning Security is forthcoming pursuant to the terms set forth herein. A new Decommissioning Security, in the revised amount, if any, shall be provided at least sixty (60) days prior to the Renewal Deadline. [Ordinance 17.13.050(G)(3)]

ARTICLE II
DISBURSEMENT OF SECURITY

Section 2.1 Project Landowners. In the event Company fails to complete the Decommissioning Obligations in accordance with the requirements of this Agreement and the Ordinance and a Project landowner undertakes the decommissioning of the Project, it may make a claim upon the Decommissioning Security to the Decommissioning Security provider for the Decommissioning Costs, subject to the limitations set forth herein. Any claim made by a Project landowner upon the Decommissioning Security shall be limited to such expenses incurred by such Project landowner for the Decommissioning Obligations, including reasonable professional fees.

Section 2.2 County Cooperation. In the event one or more Project landowners 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 Company and/or its lenders and Project landowners to waive the County's rights to all or a portion of the Decommissioning Security funds and to otherwise permit Project landowners to make claims against the Decommissioning Security or at the option of Project landowners, release the Decommissioning Security or return the Decommissioning Security to Company. Additionally, the County and any Project landowner 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 such landowner, may be allowed to remain in place.

Section 2.3 Landowner Lease Terms. Company represents that its lease agreements for the Project 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 agreement); *provided, however,* that such terms of the lease agreements shall not relieve Company of any of its obligations under this Agreement.

Section 2.4 Release of Decommissioning Security. The Decommissioning Security provider shall release the Decommissioning Security when Company has demonstrated to the reasonable satisfaction of the County that the Decommissioning Obligations have been satisfied.

ARTICLE III
REPRESENTATIONS

Section 3.1 Representations of County. The County represents to Company as follows:

(a) The County has full power and authority 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 of Company. Company represents 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 Company, enforceable against Company in accordance with its terms.

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 the County'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 Decommissioning Security and the salvage value of the Project Facilities.

ARTICLE V
MISCELLANEOUS

Section 5.1 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: Bluegrass Creek Solar LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

and

Bluegrass Creek Solar LLC
c/o Orion Power Generation, LLC
988 Howard Avenue, Suite 200
Burlingame, CA 94010
Attn: Tax Department

and

Bluegrass Creek Solar LLC
988 Howard Avenue, Suite 200
Burlingame, CA 94010
Attn: Legal Department
Email: _____

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

If to the County: Vanderburgh County Commissioners' Office
1 NW Martin Luther King Jr Blvd
Civic Center Complex Room 305
Evansville, IN 47708
Attn:
Email:

With copies to: Area Plan Commission
1 NW Martin Luther King Jr Blvd
Civic Center Complex, Room 312
Evansville, IN 47708
Attn:
Email:

All notices to the County and County Commissioners shall include a copy to Vanderburgh County attorney:

Kahn, Dees, Donovan & Kahn, LLP
501 Building
501 Main Street, Suite 305
Evansville, Indiana 47708
Attn: G. Michael Schopmeyer
Email: mschopmeyer@KDDK.com

Section 5.2 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 5.3 Successors and Assigns.

(a) This Agreement shall be binding upon and inure to the benefit of Company and its successors and assigns.

(b) Except as provided in subsections (c), (d) and (e), 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.

(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, 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, 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 that has comparable experience to Company in operating solar projects in the United States.

(d) Any transfer or assignment pursuant to this Section 5.3 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 also be subject to Company assigning its rights and obligations under the Roadway Use Agreement between Company and the County, dated _____, 2025 (the "Road Use Agreement"), to the same assignee. 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, 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 ten (10) 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 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 5.4 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. No statement, action, or omission of either of the parties hereto shall be considered to be a waiver of any right, including, but not by way of limitation, any failure of either party to insist upon the strict performance of any agreement, term or condition hereof, or to exercise any right or remedy consequent upon a breach thereof during the continuation of any such breach, shall constitute a waiver of any such breach or any such agreement, term or condition. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. The recitals set forth in the above preamble are incorporated herein by this reference and made a part of this Agreement. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. Except as stated herein otherwise, this Agreement along with the Roadway Use Agreement, Board of Zoning Appeals Approval of Special Use Application, and Decommissioning Plan Agreement are the final agreements, contain the entire, complete and exclusive agreement between the parties concerning this subject, and supersede all prior oral or written understandings, agreements or contracts, formal or informal, between the parties. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCES BE MODIFIED, CHANGED, AMENDED OR THE PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE

MODIFIED, CHANGED, AMENDED OR WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

Section 5.5. 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 5.6 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 5.7 Governing Law; Venue. This Agreement shall be governed and construed according to the laws of the State of Indiana. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, the parties hereby designate the Vanderburgh County, Indiana, Superior, or Commercial Courts with respect to all subject matters jurisdiction, as forums where any such action, suit or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned's consent to the jurisdiction and venue of such courts. Owner hereby waives any objection which it may have to any such proceeding commenced in such Vanderburgh County, Indiana Commercial, or Superior Court located within Vanderburgh County, Indiana, based upon improper venue or forum non conveniens With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the party at the addresses indicated herein and each party hereto otherwise waives personal service of any and all process made upon such party. Nothing contained in this section shall affect the right of the County to serve legal process in any other manner permitted by law or to bring any action or proceeding against owner or its property in the courts of any other jurisdiction.

Section 5.8 Prevailing Party. In the event of any litigation or dispute resolution process between the parties hereto involving this Agreement or the respective rights of the parties hereunder, the party who does not prevail in such arbitration shall pay all the prevailing party's reasonable attorneys' and experts' fees, costs and expenses incurred by the prevailing party in resolving said matter. As used herein the term 'prevailing party' shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.

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

Company

Bluegrass Creek Solar LLC

By: _____

Name: _____

Title: _____

County

The Board of Commissioners of Vanderburgh County, Indiana

By: _____
Justin Elpers, President

By: _____
Amy Canterbury, Vice President

By: _____
Mike Goebel, Commissioner

EXHIBIT A

BLUEGRASS CREEK SOLAR LLC
DECOMMISSIONING PLAN

Company shall cause the Project to adhere to the following decommissioning plan (the "Decommissioning Plan"). The procedures outlined herein are formulated to ensure public health and safety, environmental protection, and compliance with applicable local ordinances and state and federal laws.

a. The anticipated life of the Project is at least thirty-five (35) years.

b. The estimated cost of decommissioning and restoration, net of salvage value, in current dollars, shall be provided to the APC in accordance with Section 1.2(b) of the Agreement.

c. A projected time table for decommissioning and restoration to be complete is set forth in Section 1.1(a) of the Agreement. [Ordinance 17.13.050(G)(1)]

The Decommissioning Plan for the Project consists of the following major elements:

1. Provisions for restoration of the Project site to a natural state, including
   - adequate provisions for removal from the property of Project Facilities to a depth of forty-eight inches (48") beneath the soil surface, as follows:
     - Solar Panels and Related Equipment: The solar panels and support piles will be removed in their entirety, and all underground conductors will be removed to a depth of forty-eight inches (48").
     - Roads: Roads that were installed for the purpose of accessing the Project will either be restored to preconstruction conditions or left in place for the private landowner, at the landowner's discretion.
   - provisions for restoration of soil and vegetation as more particularly described in **Exhibit B** (Agricultural Soil Reclamation Plan) attached hereto.
2. Disposal of structures, materials, waste, and/or foundations (both hazardous and nonhazardous materials) in appropriate facilities for treatment, disposal, or recycling in accordance with the provisions of all local, state, and federal ordinances.

EXHIBIT B

BLUEGRASS CREEK SOLAR LLC
AGRICULTURAL SOIL RECLAMATION PLAN

This Exhibit B shall apply only to real property that was used and useful for agricultural purposes on the Effective Date.

Construction Phase

Construction activities that involve topsoil include:

1. Establishment of dense vegetative groundcover after construction is completed to prevent erosion and aid in stormwater management, in compliance with Ordinance 17.13.050(D) and (F)(2);
2. Limited tree removal with associated stumping and grubbing;
3. Construction of the access drives;
4. Construction of the inverter pads and transformer vaults;
5. Trenching for underground conduits; and
6. Any grading as deemed necessary for installation of commercial solar energy system equipment.

Existing topsoil is to remain onsite and generally in place. To the extent practicable, topsoil temporarily disturbed during trenching for underground conduits will be placed back into the trench or moved to such other location on the property as may be reasonably requested by the Project landowner, with topsoil separated and placed back at the surface. The racking posts are intended to be driven into place and therefore are not anticipated to require removal of topsoil or constitute significant disturbance of topsoils. If racking post holes must be dug, topsoil will be placed back into the hole or moved to such other location on the property as may be reasonably requested by the Project landowner, with topsoil separated and placed back at the surface to the extent practicable.

Operational/Maintenance Phase

Over the operating life of the Commercial Solar Energy Facility, ground cover on site will be maintained as outlined in the Vegetative Management Plan prepared by Company.

Decommissioning Phase

Upon the final cessation of the Project's operations, Company shall decommission the site in accordance with the Decommissioning Plan. To the extent practicable, no topsoils will be removed from the Project site during decommissioning, and topsoil disturbance will be limited in the same manner as during the construction phase. If decommissioning activities causes compaction of any previously cultivated part of the Project site, Company will "rip" such portion of the Project site in at least three passes to a depth of at least 18 inches if the Project landowner approves of such action.