

DECOMMISSIONING PLAN

For Salt Creek Wind II Project in Tama County, Iowa

__, 2025

1. DEFINITIONS

Commercial Operation Date shall mean the first day of the Project Term.

County shall mean Tama County, Iowa.

Decommissioning Plan shall mean the plan to decommission the WECS as set out in this document as such plan may be revised from time to time as provided herein.

Discontinued Use shall mean with respect to an individual ~~WECS-Wind Turbine in a WECS~~ that the use of such ~~WECS-Wind Turbine~~ has been discontinued for a period of [180] consecutive days, unless a plan is ~~developed and~~ submitted to the Tama County Zoning Administrator or his designee outlining the steps and schedule for returning the WECS to service within the next [180] days as outlined in such plan.

Easement Agreement shall mean an agreement between a Participating Landowner and the Facility Owner granting the Facility Owner an easement or other real estate rights for the right to use the Participating Landowner's property to construct, maintain, operate, repair, repower, and remove the WECS.

Facility Owner (or **Owner**) shall mean the entity or entities having controlling or majority equity interest in the Wind Energy Conversion System, including their respective successors and assigns. As of the date of this Decommissioning Plan, the Owner is Salt Creek Wind II ~~Project~~, LLC.

Project shall mean the Salt Creek Wind II Project as located in Tama County, Iowa.

Participating Landowner shall mean any landowner under easement, lease or other agreement with the Facility Owner pertaining to the WECS.

Project Term shall mean the period commencing on the date Owner notifies Tama County in writing that the entire Project has commenced commercial operation and expiring on the date ~~forty~~fifty (4050) years after the date specified in such notice, unless sooner terminated or extended as provided herein.

Property shall mean the real property for which real property rights have been provided to Owner by a Participating Landowner under an Easement Agreement.

Wind Energy Conversion System (WECS) shall mean an electrical generating facility comprised of one or more wind turbines (made up of a foundation, tower, nacelle and rotor) and accessory facilities, including but not limited to: power lines, access roads, communication lines, transformers, substations, and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.

Wind Turbines shall have the meaning in Section 5.1.

2. PURPOSE

The purpose of this Decommissioning Plan is to set out Owner's written agreement to dismantle and remove the Wind Turbine within [180] days after cessation of use, as further provided herein, and as required in Tama County Ordinance.

This Decommissioning Plan (a) outlines the anticipated means and cost of decommissioning the WECS upon a WECS becoming a Discontinued Use and (b) identifies the financial resources that will be available to pay for decommissioning and removal of the WECS and other accessory structures.

3. PROJECT DESCRIPTION

Owner is planning to construct an approximately 100 MW wind Project which is located in Tama County, Iowa. The Project involves constructing wind turbines, associated access roads, underground electrical collection system, underground communication system and other facilities.

4. PROJECT LIFE

Owner intends to install up to 27 ("Wind Turbines") for the Project, which any such Wind Turbines are expected to have a useful life of at least 40-50 years. The term of the operating period as provided in the Easement Agreements is 40-50 years. Beyond the end of its useful life, or at any other time, if a Wind Turbine needs to be replaced for any reason, a new Wind Turbine could potentially be installed as a part of the Project. It is expected that during the life of the Project that parts and components of the WECS will be repaired and/or replaced from time to time in order to continue to operate the WECS.

5. DECOMMISSIONING

In the event the use of any Wind Turbine has been discontinued for a period of [180] consecutive days, it shall be deemed to be abandoned (except as otherwise provided herein). Determination of the date of abandonment shall be made by the Tama County Zoning Administrator or ~~his~~their designee and the County will notify Owner of such determination and the date of such abandonment. Following such notice of abandonment, the Owner shall have an additional [180] days from the date of abandonment during which to reactivate the use of the Wind Turbine or dismantle and remove the Wind Turbine.

Decommissioning is a procedural multi-step process which involves the removal of the WECS and associated facilities and infrastructure as further described herein. The process of decommissioning a WECS will involve evaluating and categorizing all components and materials based on their anticipated post-Project use. The categories will include recondition and reuse, salvage, recycle, and disposal. Such storage of materials within the county shall not continue more than one year. Materials may be relocated from one storage area to another no more than one time following decommissioning and dismantling during the limited storage period, in an effort to consolidate such materials and facilitate transport. The components and material will be transported to the appropriate facilities for reconditioning and reuse, salvage, recycling, or disposal.

This Decommissioning Plan requires that each wind turbine foundation and gravel ring will be excavated and removed to a depth of forty-eight inches (48") below ground level. If, however, the Participating Landowner has entered into an Easement Agreement which provides for more stringent requirements than this Decommissioning Plan, the wind turbine foundation and gravel ring will be excavated and removed in accordance with the applicable provisions of the Easement Agreement.

The following is a general description of the anticipated decommissioning process (and the decommissioning is also generally described in Appendix A1):

5.1 WIND TURBINES

Wind Turbines are generally comprised of the tower, nacelle and rotor with blades which are modular items that can be disassembled. With some exceptions, Wind Turbine components are dismantled in the reverse order of their assembly using large crawler cranes. These turbine components are typically stored in temporary laydown areas before being hauled off-site to be resold or taken to a scrap metal facility or offsite disposal facility. It is common for blades to be cut-up into smaller pieces at the location of such Wind Turbine and then transported to an offsite disposal facility.

Owner shall clear, clean, and remove from the property each wind turbine generator including tower and pad mount, all liquids, greases or similar substances contained in the wind turbine generator, each substation and all liquids, greases, or similar substances contained in a substation.

5.2 UNDERGROUND COLLECTION LINES

Underground electrical and communication collection lines shall be cleared, cleaned, and removed to a depth of at least 48" below the surface grade of the land in which the lines are installed, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner.

5.3 FOUNDATIONS

Turbine foundations and gravel rings will be excavated around the concrete pedestal to a depth of forty-eight inches (48") below grade. Turbine footings and foundations below forty-eight inches (48") of the ground level will remain after decommissioning, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner.

5.4 ACCESS ROADS

Once all of the Project components have been removed from the site, not including those parts of the WECS located more than forty-eight inches (48") below grade, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner, the access roads will be removed, unless requested otherwise stay in place by the Participating Landowner and agreed to by Owner. If the Participating Landowner requests the access road stay in place at decommissioning, the Participating Landowner shall assume all maintenance of the access road after decommissioning. The access road material will be removed, soil will be ripped, and topsoil of the same type or a similar type as the predominant topsoil

found on the property will be used to fill these areas.

5.5 SITE RESTORATION

Upon completion of the dismantling and removal of all WECS (not including that part of a WECS that is more than forty-eight inches (48") below ground level or as specified in the Participating Landowner's Easement Agreement with Owner) the land will be returned to a condition reasonably comparable to the immediate surrounding property. Restoration of the land includes (i) clearing and removing from and cleaning the land of all WECS components (not including that part of a WECS that is more than forty-eight inches (48") below ground level or as specified in the Participating Landowner's Easement Agreement with Owner), (ii) backfilling all excavated areas with clean sub-grade material and topsoil, both as to quality and depth, as the immediate surrounding area, and (iii) reseeding pasture- or prairieland with native grasses of a type approved by the Participating Landowner where applicable, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner.

5.6 WASTE DISPOSAL

Solid and hazardous wastes, including but not limited to crates, packing materials, decommissioned WECS and any remnants or particles thereof, and used oils, lubricants or other substances, shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

5.7 ROAD AND DRAINAGE SYSTEM

All decommissioning activities are subject to the same standards and requirements set forth in the Road Use Agreement executed by Owner and approved by the County for construction of the Wind Farm. Prior to any decommissioning work, Owner shall provide notice of intent to begin decommissioning work and shall enter into a Road Use Agreement in a form similar to the Road Use Agreement entered into with the County before construction of the Project. No decommissioning activities or use of public roads, bridges, culverts, or other infrastructure or property by Owner for such activities is authorized until a Road Use Agreement has been executed and approved by the Tama County Board of Supervisors.

All drainage tile within the project area shall be inspected prior to decommissioning and again after decommissioning activities have concluded. Any damaged or inoperable tile resulting from decommissioning activities shall be repaired following the decommissioning of the project. The project plans shall include foundational and site support designed to preserve any drainage field tile and/or drainage system. The Owner is responsible for all costs to repair damage from decommissioning activities.

5.8 COMPLIANCE WITH LAWS

Solid waste and hazardous material will be disposed of offsite in accordance with all applicable state and federal laws and regulations. Decommissioned gearboxes, transformers, and hydraulic systems will be drained of fluids, put into appropriate containers before dismantling, and then transported and disposed of off-site in accordance with state and

federal laws and regulations.

5.9 FORCE MAJEURE

Notwithstanding any other provision in this Decommissioning Plan to the contrary, if performance of any act required to be performed by Owner under this Decommissioning Plan is in whole or in part prevented or delayed by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, strike, lock-out, labor disputes or trouble, war, civil strife or other violence, inability to secure materials, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other cause, event or circumstance not the fault of Owner, including without limitation the invocation of a force majeure provision by any third party to excuse such third party's performance of any obligations related to the decommissioning of the WECS, then Owner, upon giving notice to County, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or delay as deemed necessary by the County Zoning Administrator.

6. SUMMARY OF DECOMMISSIONING COST ESTIMATE

The estimated cost to decommission and remove the Project, including the estimated Project salvage value, is attached hereto as Appendix A1. The estimated cost shall include, but not be limited to, all

dismantling of facilities as set forth in this agreement along with repair and restoration. . The estimated cost to decommission and remove the Project, included in Appendix A1, shall have been prepared by a registered professional engineer. This Decommissioning Plan and all appendices shall be reviewed and updated by a registered professional engineer at the Owner's cost every three (3) years from the Commercial Operation Date to provide the most current cost estimate, or reviewed and updated by a registered professional engineer upon written request of the County in the manner provided in Section 9, ~~the engineer to be selected by the Owner at the County's cost. If the County is not satisfied with the engineer's report the Owner will offer a panel of three additional engineers to review the original engineer's report and determine if it was accurate. If the two engineers cannot reach consensus they will choose a third engineer to be make a final decision on the report's accuracy. and subject to approval by the Owner. If the Owner does not approve the County's selection for a professional engineer, then they will select a candidate subject to the approval of the County.~~ A copy of the reviewed and updated Decommissioning Plan and applicable cost estimate shall be promptly provided to the County upon its completion. The most recent reviewed and updated Decommissioning Plan and applicable cost estimate, provided by a registered professional engineer, shall control Section 7. If there are items upon which the Owner and County disagree with respect to assumed decommissioning costs, Owner and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached within a reasonable time, Owner shall engage and pay for an independent registered professional engineer acceptable to County to (i) review both the items upon which there remains disagreement and this Decommissioning Plan, and (ii) determine the appropriate decommissioning costs that should apply to the disputed items. The determination of the independent registered professional engineer shall be final until the next time the Decommissioning Plan and appendices are reviewed and updated as provided herein.

Based on Appendix A, the following costs were estimated:

Decommissioning Cost Estimate (costs less <u>net</u> salvage/scrap values)	Project	Per Wind Turbine (27 turbines assumed)
Estimated Total Cost of Decommissioning Plan Minus <u>Net</u> Salvage/Scrap value Totals	\$ _____ _____	\$ _____ _____

7. FINANCIAL RESOURCES TO PAY FOR DECOMMISSIONING AND REMOVAL OF WECS

The Owner will be responsible for all costs to decommission the WECS in accordance with this Decommissioning Plan and the Easement Agreements with Participating Landowners. The decommissioning activities shall be fully funded by one or more of the following sources:

- i. Net (gross revenue received from the sale of the scrap minus the associated costs of selling the scrap) Proceeds from the salvage and scrap value of certain components and raw materials included as part of the WECS as further described in Appendix A1.
- ii. Other Owner funding, including, but not limited to, cash, an irrevocable letter of credit, or a performance bond running in favor of the County in an amount no less than the total Decommissioning Cost Estimate included in Section 6.

The County will have the right to require that Owner provide financial assurance in the form of (a) a cash escrow or deposit, bond, or letter of credit (as selected by Owner) in the amount of the total estimated costs of decommissioning the WECS located in the County (as such amount is set out in the most recent Decommissioning Plan (including Appendix A1) provided by Owner to County in accordance herewith) or (b) a guarantee or such other form of security that is acceptable to the County. No financial assurance shall be required if the Owner is a public utility regulated by the Iowa Utilities Board-Commission in the State of Iowa with the financial wherewithal to pay for the estimated decommissioning costs. However, in the event of a material change to the public utility status and financial status of Owner that would reasonably be expected to impair Owner's ability to fund the total estimated costs to decommission the WECS in Tama County (as such expected costs are set out in this Decommissioning Plan (or any future plan provided in accordance herewith)), the County will have the right to require Owner to provide financial assurance as described above.

In the event the County exercises its right to request that Owner provide financial assurances for the costs of this Decommissioning Plan, Owner shall provide updated financial assurances based on the periodic review of and updates to the Decommissioning Plan and all appendices by a registered professional engineer pursuant to Section 6.

Such financial security-assurance shall be released after the Project has been decommissioned and removed and a certificate of completion has been provided by Owner to the County Zoning Administrator.

8. DEFAULT AND REMEDIES

8.1 NOTICE

Unless otherwise provided for in this Decommissioning Plan, if Owner fails to perform on one or more of its obligations hereunder, the County shall provide Owner formal notice of the default and Owner shall have thirty (30) days to cure the default in accordance with Section 10.

8.2 FAILURE TO CURE DEFAULT

If Owner does not cure the default within the required period or, provided Owner pursues the cure with reasonable diligence, such longer period as may be agreed to by both parties if the default may not reasonably be cured within the required period, then the County may avail itself of any remedy afforded it by law and any of the below cumulative, nonexclusive remedies. Provided, however, that if Owner fails to comply with any obligation of the Decommissioning Plan and the County reasonably determines that such failure has caused or is causing an immediate danger to public health and safety, the County may, in its reasonable discretion, immediately and without further notice to Owner, avail itself of any remedy afforded it by law and any of the below cumulative, nonexclusive remedies. The County shall make reasonable efforts to notify Owner prior to drawing on a letter of credit or other security, but failure to provide such notice shall not invalidate the County's actions. In any legal proceeding to enforce this Decommissioning Plan, the County shall be entitled to recover its reasonable attorney's fees and suit costs as to be determined by the adjudicator.

8.3 REMEDIES

If Owner fails to cure its default; or if Owner voluntarily commences bankruptcy, insolvency, reorganization, stay, moratorium, or similar debtor-relief proceedings; or if insolvency, receivership, reorganization, bankruptcy, or a similar proceeding has been commenced against Owner and such proceeding remains undismissed or unstayed for a period of ninety (90) days, Owner agrees that County may do any, all, or any combination of the following:

- a. Halt any and all operation of the wind turbines, substation, or other related infrastructure.
- b. Immediately suspend Owner's authority under this Decommissioning Plan.
- c. Complete any work to be done under this Decommissioning Plan. The County shall invoice Owner for the reasonable cost of such work and Owner shall pay such invoice within thirty (30) days of receipt of such invoice.
- d. Seek injunctive relief.
- e. Take any other action at law or in equity which may be available to the County.

8.4 NO WAIVER IMPLIED

If any condition, obligation, or agreement contained in this Decommissioning Plan is breached by either County or Owner and thereafter waived in writing by the opposite party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breaches hereunder. All waivers must be in writing to be effective.

8.5 NO REMEDY EXCLUSIVE

No remedy herein conferred upon or reserved to the County shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Decommissioning Plan or now or

hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall either impair any such right of power or be construed as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9. TRANSFER AND ASSIGNMENT

This Decommissioning Plan may be transferred or assigned to another party, which then will become the new Owner. ~~subject to the approval of the Tama County Board of Supervisors, which approval shall not unreasonably be withheld; provided, however, that this Agreement may be assigned to a public utility regulated by the Iowa Utilities Board in the State of Iowa without prior Board approval.~~ The County will have the right to request financial assurance from the new Owner (other than a public utility regulated by the Iowa Utilities ~~Board~~ Commission in the State of Iowa) and the new Owner will be subject to the requirements in this Decommissioning Plan.

10. NOTICES

Any notice, demand, or other communication ("**Notice**") given under this Decommissioning Plan shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile or email transmission.

Notices shall be given to the Parties at their addresses set forth below.

If to County:

Tama County Zoning Administrator

If to Owner:

Salt Creek Wind II ~~Project~~, LLC

By Notice to the other, either Owner or the County may at any time designate a different address or person to which such Notice or communication shall be given.

11. GOVERNING LAW

This Decommissioning Plan shall be governed by and construed in accordance with the laws of the State of Iowa. Nothing in this Decommissioning Plan agreement shall, in any way, limit the legal remedies that the County may pursue against Owner or its successors or assigns in the event of a breach of this Decommissioning Plan agreement or a failure to fully reimburse and compensate the County for any costs it incurs to restore any land affected by the Project. Any dispute arising under this agreement shall be commenced and adjudicated in the Iowa District Court for Tama County.

12. COUNTERPARTS

This Decommissioning Plan agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is made effective as of the date first written above and executed by the respective and duly authorized officers or agents of Tama County, Iowa, and the Developer.

Tama County, Iowa

By: _____

Name: _____

Title: Tama County Board of Supervisors,
Chairman

| Salt Creek Wind II ~~Project~~

By: _____ Name: _____ Title: _

- E N D P A G E -

Appendix A
2025 Decommissioning Estimate