

DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS:

That we, **VT Real Estate Holdings 2 LLC** as Principal, and **United States Fire Insurance Company**, a corporation duly authorized under the laws of the State of **Delaware** as Surety, are held and firmly bound unto the Vermont Public Utility Commission, as sole Obligee, in the maximum aggregate penal sum of **One Million Six Hundred Seventy-Eight Nine Hundred Ninety-Six and 00/100 Dollars (\$1,678,996.00)** lawful money of the United States of America, to be paid to the Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal is required under the certificate of public good issued to Principal by Obligee on **November 17, 2025**, in Case No. **24-2945-PET** to complete decommissioning in accordance with the conditions set forth in said certificate of public good and any amendments thereto, which is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the certificate of public good to furnish a financial security, such as a bond, for the faithful performance of the decommissioning referred to in said certificate of public good; and

Whereas, this Surety Bond is issued solely for the benefit of the Obligee, and no other entity, including the Principal, shall have the ability to demand payment under the bond.

Now, therefore, the condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the decommissioning provisions in the said certificate of public good and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified and confirmed by the Obligee as being compliant with the certificate of public good, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents, and employees, as therein stipulated, then the Obligee shall release and this obligation shall become null and void; otherwise this obligation shall be and remain in full force and effect and shall not be terminated unless or until Obligee has confirmed that Principal's decommissioning obligations under the certificate of public good have been satisfied.

In order to demand payment under this Bond, if the Principal has violated its decommissioning obligation under the certificate of public good and the Obligee has issued a notice of violation to the Principal for the same, the Obligee will notify the Surety in writing of the Principal's breach. Notice of the breach will be sent to Surety by certified mail, or delivered by hand, at its offices at **305 Madison Avenue, Morristown, NJ 07059**, Attention: **Courtney Haddad** (or at any other office which may be designated by Surety by written notice) with a Demand Notice for payment in the form attached hereto ("Demand Notice"). Principal will have up to

90 days from receipt of notification from Obligee or until the stated deadline in an order from Obligee to Principal directing decommissioning, whichever is

earlier, to cure to the satisfaction of Obligee. If Principal fails to cure, Surety shall issue the surety amount to Obligee, so long as the amount of the demand, together with all previous demands honored pursuant to this Bond, does not exceed the maximum aggregate penal sum amount specified above. Typographical errors other than in amounts will not violate the conformity provision in this paragraph. If a Demand Notice fails to conform to the terms and conditions of this Bond it shall not (i) preclude the Obligee from correcting any such errors and resubmitting the request within the validity of this Bond nor (ii) act as a waiver of any rights the Obligee has under this Bond.

The Bond shall have no expiration date and shall continue in full force and effect, provided that Surety may cancel this Bond at any time by giving the Obligee sixty (60) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligee within thirty (30) days of the receipt by the Obligee of the Notice of Cancellation, the Surety may choose to reinstate this Bond, otherwise the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligee.

Nonpayment of the premiums associated with this Bond nor bankruptcy of the Principal will not invalidate this Bond nor shall Obligee be obligated for the premium payment(s) thereof. This Bond shall be governed by and construed in accordance with the laws of Vermont. The parties hereto submit any dispute or other legal action concerning this Bond to the exclusive jurisdiction of the courts of the State of Vermont.

The liability of the Surety under this Bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 18th day of August, 2026

VT Real Estate Holdings 2 LLC

United States Fire Insurance Company

By:

Nan Loe

Authorized Signatory & [Title]

Asst. Secretary

By:

Jessica L. Piccirillo

Jessica L. Piccirillo, Attorney-in-Fact



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Woodrow M. Baird, Richard A. Leveroni, Russell M. Canterbury, Steven E. Susanin, Jessica L. Piccirillo, Diane Moraski, Victoria P. Lyons, Dave Moylan; Megan Donovan; Amanda Jovino**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

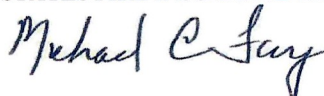


Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7th day of May 20 26

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



SURETY BOND DEMAND NOTICE

Vermont Public Utility Commission
112 State Street
Montpelier, Vermont 05620-2701
Email: puc.clerk@vermont.gov

[Date]

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07059
Attention: Courtney Haddad
Courtney.haddad@amyntagroup.com

Re: Demand Notice under Surety Bond No. 612428681

To Whom it May Concern:

In connection with the decommissioning obligations and conditions of the certificate of public good issued to VT Real Estate Holdings 2 LLC ("Principal"), pursuant to 30 V.S.A. § 248, in Case No. 24-2945-PET on November 17, 2025 and including any amendments, the Vermont Public Utility Commission ("Obligee") hereby issues a Demand Notice to United States Fire Insurance Company ("Surety") in accordance with Surety Bond No. 612428681, dated and effective as of August 18, 2026 ("Bond"). All capitalized terms used and not otherwise defined in this Demand Notice have the meanings assigned to them in the Bond.

The undersigned hereby certifies to Surety that \$[] is due and owing from Principal to Obligee under the terms of the Bond. Obligee hereby demands payment of this amount from Surety, which does not exceed the maximum aggregate penal sum amount set forth in the Bond; and

Obligee represents and certifies to Surety that it has issued a notice of default or other order to Principal demanding that decommissioning shall occur, and that Principal or its successor is unable or unwilling to commence decommissioning activities within a reasonable period of time after the issuance of the order.

[OR

The undersigned hereby certifies to Surety that the Bond expires within 30 days of this letter and Principal has failed to replace the Bond to the extent required by the certificate of public good.]

Obligee hereby demands payment from Surety in the amount of \$[____], which does not exceed the amount of the Bond.

The amount demanded hereby has been calculated in accordance with the terms of the Bond. Please pay this amount in accordance with the following payment instructions with such receipt determined in accordance with the terms set forth in the Bond: 612428681.

IN WITNESS WHEREOF, the Obligee has executed and delivered this document as of the ____ day of ____, 20 ____.

Sincerely,

Chair, Vermont Public Utility Commission