

## **SITING AGREEMENT**

This **SITING AGREEMENT** (together with all exhibits appended hereto, this “Agreement”) dated as of July \_\_\_\_\_, 2022 (the “Agreement Date”) is made by and between **RANDOLPH VIRGINIA, LLC**, a Delaware limited liability company authorized to do business in the Commonwealth of Virginia, and its assigns (the “Developer”), and the **BOARD OF SUPERVISORS OF CHARLOTTE COUNTY, VIRGINIA**, a subdivision of the Commonwealth of Virginia (the “County”). Developer and the Locality may each be referred to herein as “Party” and collectively, the “Parties.”

### **RECITALS**

**R-1.** The Developer intends to develop, install, build, operate, and decommission a ground-mounted solarphotovoltaic electric generating facility (the “Solar Facility”) on certain parcel(s) of land identified on Exhibit A attached hereto (the “Property”).

**R-2.** The Developer will apply to all federal, state, and local regulating authorities and will seek to obtain all licenses, approvals, and permits required by law, regulation, or ordinance for the construction and operation of the Solar Facility.

**R-3.** After all licenses, approvals, and permits are issued to the Developer, the Developer will commence operations of the Solar Facility in accordance with the terms of this Agreement; applicable building and zoning regulations; applicable conditional use permit conditions; and all federal, state, and local laws, ordinances, and regulations.

**R-4.** Pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled “Siting of Solar Energy Facilities”, the Developer and the County may enter into a siting agreement for solar facilities.

**R-5.** Pursuant to Virginia Code § 15.2-2316.6, the Solar Facility is eligible for a siting agreement.

**R-6.** Pursuant to Virginia Code § 58.1-2636 the County has adopted an ordinance assessing a revenue share of up to \$1,400.00 per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Solar Facility (“Solar Revenue Share”).

**R-7.** Pursuant to Virginia Code § 58.1-3660, in adopting the Solar Revenue Share, the solar photovoltaic (electric energy) systems associated with the Solar Facility, which are considered “certified pollution control equipment” are exempt from all state and local taxation pursuant to Article X, Section 6 (d) of the Constitution of Virginia (the “Tax Exemption”).

**R-8.** The Developer has agreed to make certain voluntary payments to the County, above and beyond the Solar Revenue Share and real property taxes, as a meaningful way to be a community partner in the County and to help address future capital and operational needs of the County.

**R-9.** The County and Developer intend to, and do, hereby enter into this Agreement for the purpose of complying with Virginia Code § 15.2-2316.7 and to set forth their respective rights, duties, and obligations.

**R-10.** The County, pursuant to the requirement of Virginia Code § 15.2-2316.8 (B), has held a public hearing in accordance with subdivision A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the Charlotte County Board of Supervisors approved this Agreement.

**NOW, THEREFORE**, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual obligations and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**Article 1  
DEFINITIONS**

“Abandoned” means the discontinuation of power generation by the Solar Facility as set out in the CUP.

“Affiliate” means any person that controls, is controlled by, or is under common control with an electric utility (as that term is defined in Virginia Code § 56-576).

“Agreement” means this siting agreement by and between the Applicant and the County.

“Applicant” means the Developer, or Randolph Virginia, LLC, identified as the applicant in the CUP application materials.

“Approved Site Plan” means the engineered drawings showing all equipment, excavation, landscaping, and other changes or improvements to be made to the Property for the development of the Solar Facility following approval of the CUP and administrative review and approval by Charlotte County staff.

“Board” means the Board of Supervisors of Charlotte County, Virginia.

“Commercial Operation” means the date upon which the Solar Facility first establishes synchronization of test power for the Solar Facility to the power grid (the “Synchronization Date”).

“County” means Charlotte County, Virginia.

“Conditions” means the conditions applicable to the Property pursuant to this Agreement.

“CUP” means the conditional use permit approved by the County for the Solar Facility on the same date as the County approved this Siting Agreement.

“Decommission”, “Decommissioned”, “Decommissioning” or “Decommissioning Activities” means the work on the Solar Facility to remove improvements on the Property and to otherwise comply with the County’s decommissioning requirements and the Decommissioning Plan submitted by the Applicant.

“Decommissioning Plan” means the plan for Decommissioning Activities submitted by the Developer and approved by the County prior to the Approved Site Plan.

“Final CPCN” means a final order granting a certificate of public convenience and necessity issued by the SCC.

“Investor-Owned Utility Company” means an electric utility as defined in Section 56-576 of the Code of Virginia.

“Phase” means each portion of the Solar Facility to be constructed as identified in the Developer’s application for site plan approval and submitted as part of the County’s site plan approval process, which site plan shall identify the MW.ac to be constructed in the applicable Phase of the Solar Facility.

“Property” means all properties to be leased or purchased by the Developer or any Related Entity for

development in connection with the Solar Facility, identified as those properties on Exhibit A attached hereto.

“Related Entity” or “Related Entities” means any two or more entities described in I.R.C. § 267(b).

“Solar Facility” or “Solar Facilities” means the Property together with all equipment, apparatus, or other items of personal property used for the construction, operation, or Decommissioning of the project.

“SCC” means the Virginia State Corporation Commission.

“Term” means the period beginning on the last date on which this Agreement is executed by the last Party to sign and ending on the Termination Date.

“Termination Date” means the earlier of (i) Developer’s commencement of the Decommissioning of all or a material portion of the Solar Facility, (ii) cessation of Commercial Operation of a period of longer than one (1) year at any point after commencing Commercial Operation, except as provided herein, (iii) the thirty-fifth (35<sup>th</sup>) calendar year of commercial electricity generation of the Solar Facility, (iv) if a CUP is issued, the termination of the CUP or (v) written notice by Developer to the County terminating further development of the Solar Facility.

“Voluntary Accelerated Payment #1” shall have the meaning given to it in Section 4.3.1.

“Voluntary Accelerated Payment #2” shall have the meaning given to it in Section 4.3.2.1.

“Voluntary Accelerated Payment #3” shall have the meaning given to it in Section 4.3.2.2.

“Voluntary Accelerated Payment #4” shall have the meaning given to it in Section 4.3.2.3.

“Voluntary Commercial Operation Payment” shall have the meaning given to it in Section 4.3.4.

“Voluntary CPCN Payment” shall have the meaning given to it in Section 4.3.2.

“Voluntary Operations Payment” shall have the meaning given to it in Section 4.3.5.

“Voluntary Payments” shall have the meaning given to it in Section 4.3.

“Voluntary Site Plan Payment” shall have the meaning given to it in Section 4.3.3.

## Article 2

### CONDITIONS, PROJECT FEATURES

2.1 Development Conditions. The Solar Facility will be developed subject to the Conditions. Compliance with the Conditions is the express duty of the Developer, and the Conditions shall bind the Developer and any assignee of Developer who owns the Solar Facility. The Conditions shall be incorporated into the CUP and shall be enforceable pursuant to the County’s zoning powers in addition to any other remedy permitted by law. Pursuant to Code of Virginia § 15.2-2316.9, the terms of this Agreement (including the Conditions) shall control over any local ordinance(s) and/or regulations(s) which are inconsistent herewith.

2.2 Conformance with Comprehensive Plan. Upon approval of this Agreement by the County and in accordance with Code of Virginia § 15.2-2316.9, the Solar Facility and all associated transmission facilities shall be deemed to be “substantially in accord” with the Charlotte County Comprehensive Plan

in all respects.

Article 3  
PERMITTING, CONSTRUCTION AND ADMINISTRATION

3.1 No obligation to Develop. The Developer has no obligation to develop the Solar Facility. Any test energy or other energy produced prior to the Commercial Operation date shall not trigger any payments under this Agreement. It is understood that development of the Solar Facility is contingent upon a number of factors, including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the Developer to terminate, defer, suspend, or modify plans to develop the Solar Facility shall be deemed a default by the Developer under this Agreement.

3.2 Required Approvals. As part of the consideration for this Agreement, the County will cooperate fully with the Developer's efforts to obtain licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Solar Facility construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits, which requirement is deemed fully satisfied by virtue of execution of this Agreement by the County. The County will use its best efforts to support and cooperate with the Developer's efforts to obtain necessary licenses, approvals, and permits, including any necessary amendments thereto, for the Solar Facility construction, and for the Solar Facility's operation, and will process expeditiously requests for permits and other approvals required by County ordinances. The County will take no action intended to frustrate or prevent the Developer from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning, including any conditional use permit. Provided however, nothing herein shall be construed to require the Board of Supervisors to exercise any legislative function in favor of the Developer.

3.3 Construction. The construction of the Solar Facility shall be in accordance with all licenses, approvals, and permits, including, but not limited to, the CUP and the Approved Site Plan.

3.4 Approved Plans. Prior to beginning construction, the Developer will submit to the County and obtain the County's approval, and all other approvals as applicable under the County's ordinances, of all of the following, in accordance with the CUP Conditions:

- 3.4.1 A Site Plan.
- 3.4.2 An emergency response plan, which at a minimum shall include fire suppression methods that can be readily deployed during both the construction and the operation of the Solar Facility and a program of education and training for County emergency response staff covering onsite emergency response.
- 3.4.3 A traffic management plan to be approved by the Virginia Department of Transportation (VDOT), which at a minimum shall address traffic control measures, an evaluation of the condition of the public roads along the delivery routes prior to construction, and a description and estimate of any anticipated repairs to public roads necessitated by damages attributable to Solar Facility's construction.
- 3.4.4 A grading plan.
- 3.4.5 A stormwater management plan.
- 3.4.6 An erosion and sediment control plan.
- 3.4.7 A construction phase plan.
- 3.4.8 A Decommissioning Plan.

3.5 Solar Facility Liaisons. The Developer will provide to the County at all times the name and

contact information for at least one individual who will serve as the primary point of contact and at least one individual who will serve as the backup point of contact for the Solar Facility. Each such individual shall be known as a “Solar Facility Liaison.”

- 3.5.1 Subject to compliance with safety requirements prescribed by the Developer, each Solar Facility Liaison shall have access to working areas of the Solar Facility to ensure compliance with this Agreement and with applicable laws, regulations, and permit requirements.
- 3.5.2 The County will provide to the Developer at all times the name and contact information for at least one individual who will serve as the primary point of contact and at least one individual who will serve as the backup point of contact for the County. Each such individual shall be known as a “County Solar Facility Liaison.”
- 3.5.3 The Developer will designate at least one public liaison and will publicize a toll-free telephone number and email address for public communication with the public liaison.

3.6 Books and Records. Developer shall keep records of the maintenance and operations of the Solar Facility, including, but not limited to, the quantity of power generated, per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Solar Facility based on submissions by the Solar Facility owner to the interconnecting utility. The County shall have the right to inspect and audit the same insofar as the records pertain to the operation of the Solar Facility.

3.5 Annual Report. Developer shall prepare an annual report which shall provide a summary of the maintenance and operation of the Solar Facility, including, but not limited to, the quantity of power generated per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the facility based on submissions by the facility owner to the interconnecting utility. A representative of the Developer shall meet with the County’s representative annually to deliver the annual report and to discuss the Solar Facility operations; all issues, concerns, or non-compliance reports; complaints and their resolution; and other items as requested by the County. Notwithstanding the foregoing, there is no expectation that the annual report contains, or that any representative of the Developer be asked to discuss in a public forum, any proprietary or trade secret information, the disclosure of which would be detrimental to the Developer.

#### Article 4 PAYMENTS

4.1 Emergency Resources. The Developer will pay any expense incurred by local fire and rescue personnel in the event that a fire or similar event occurs at the Solar Facility.

4.2 Solar Revenue Share. The County has adopted an ordinance pursuant to Va. Code § 58.1-2636 for the assessment of the maximum permissible revenue share per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the facility based on submissions by the facility owner to the interconnecting utility, on any solar photovoltaic (electric energy) project. The Developer shall at all times be subject to assessment and shall pay to the County all assessments levied pursuant to, and in accordance with, the ordinance adopted pursuant to Va. Code § 58.1-2636, as that ordinance may from time to time be amended.

4.3 Voluntary Payments. The Developer, in an effort to be a good community partner with the County, hereby agrees to pay the County the voluntary payments at such times as set forth below (each a “Voluntary Payment” and collectively the “Voluntary Payments”). The Parties acknowledge that the Developer’s obligation to make any Voluntary Payment shall be conditioned as defined below in Sections 4.3.1, 4.3.2, 4.3.3, 4.3.4, and 4.3.5. The timing of the Voluntary Payments is dependent on the milestones in Sections 4.3.1, 4.3.2, 4.3.3, 4.3.4, and 4.3.5, and for illustrative and exemplary purposes only, Exhibit C to this

Agreement provides an estimated scenario of the timing of the Voluntary Payments. Any Voluntary Payment is separate and distinct from the amounts owed pursuant to the Solar Revenue Share and all real estate taxes owed pursuant to the County Ordinances and validly applicable to the Solar Facility or the Property. The County agrees that during the term of this Agreement, if tax regulations change such that the Developer is required to pay increased taxes on the equipment within the Solar Facility under Virginia law, the future Voluntary Operations Payments that Developer is obligated to make hereunder in any given year shall be reduced dollar-for-dollar to the increased tax obligation payment that the Developer actually makes to the County in the same tax year. The Developer agrees that during the term of this Agreement, if tax regulations change such that the Developer is required to pay reduced taxes on the equipment within the Solar Facility under Virginia law, the future Voluntary Operations Payments that Developer is obligated to make hereunder shall be increased dollar for dollar to the decreased tax obligation payment that the Developer actual makes to the County in the same tax year.

4.3.1 *Voluntary Accelerated Payment #1.* Within ten (10) days after an Investor-Owned Utility Company based in Virginia acquires the Solar Facility, but no later than October 31, 2022, the Developer will pay to the County the amount of \$500,000 (the “Voluntary Accelerated Payment #1”).

4.3.2 *Voluntary CPCN Payment; Additional Accelerated Payments.* Within thirty (30) days after the Developer’s receipt of a Final CPCN for the applied-for Phase, the Developer shall pay to the County \$9,375 per MW for the applicable Phase (the “Voluntary CPCN Payment”).

4.3.2.1 In the event the Developer has not receive a Final CPCN for any Phase by March 31, 2025, the Developer shall make a \$500,000 payment to the County by April 30, 2025 (the “Voluntary Accelerated Payment #2”).

4.3.2.2 In the event the Developer has not received a Final CPCN for any Phase by March 31, 2026, the Developer shall make a \$500,000 payment to the County by April 30, 2026 (the “Voluntary Accelerated Payment #3”).

4.3.2.3 In the event the Developer has not received a Final CPCN for any Phase by March 31, 2027, the Developer shall make a \$500,000 payment to the County by April 30, 2027 (the “Voluntary Accelerated Payment #4”).

4.3.2.4. If the Developer receives a Final CPCN by March 31, 2025 for any Phase, then Voluntary Accelerated Payments #2, #3, and #4 will not be owed.

4.3.3 *Voluntary Site Plan Payment.* Within thirty (30) days after the receipt of the County’s final site plan approval for the applied-for Phase, the Developer shall pay \$9,375 per MW set forth in the approved site plan for the applicable Phase less any payment made to the County per Section 4.3.2.1 (the “Voluntary Site Plan Payment”).

4.3.4 *Voluntary Commercial Operation Payment.* Within thirty (30) days after the Commercial Operation date of the applied-for Phase, the Developer shall pay \$5,625 per MW placed in Commercial Operation in the applied-for Phase less any payments made to the County per Sections 4.3.2.2 and 4.3.2.3 (the “Voluntary Commercial Operation Payment”).

4.3.5 *Voluntary Operations Payment.* On each anniversary of a Phase’s Commercial Operation date, the Developer shall pay \$5,000 per MW for the MWs that have achieved Commercial Operation in such Phase (the “Voluntary Operations Payment”). The \$5,000 per

MW will increase 2.0% annually, which 2.0% annual increase shall begin one year from the commencement of the initial Phase's Commercial Operation date (and prorated at the escalated rate during the first full calendar year of operation beginning one year from the commencement of the initial Phase's Commercial Operation date to the end of that calendar year) and will be compounded annually on January 1<sup>st</sup> of each year thereafter.

4.4 Use of Payments. The Voluntary Payment is intended to be used, at the County's sole discretion, for any one or more of the following purposes: (i) to mitigate any impacts of the Solar Facility; (ii) to provide financial compensation to the County to address capital needs set out in the (a) capital improvement plan adopted by the County, (b) the County's then-current fiscal budget, and/or (c) a fiscal fund balance policy adopted by the County; or (iii) to help deploy broadband in the County pursuant to the terms of Va. Code § 56-585.1:9.

4.5 Security for Voluntary Payments. Within ten (10) days after an Investor-Owned Utility Company based in Virginia obtains control of the Solar Facility, but no later than October 31, 2022, the Developer shall provide the County an escrow, letter of credit, or payment bond, as determined in the sole discretion of the Developer, in the amount of \$20,000,000 to secure the Developer's payment obligations under Sections 4.3.1, 4.3.2, 4.3.3, and 4.3.4 of this Agreement. The escrow, letter of credit, or payment bond will be in a form reasonably satisfactory to the County Attorney. The escrow, letter of credit, or payment bond will be released after the Developer completes the payment obligations under Sections 4.3.1, 4.3.2, 4.3.3, and 4.3.4 of this Agreement.

4.6 Voluntary Payments Non-Refundable. Any Voluntary Payment properly made by the Developer as required by this Agreement shall be non-refundable to the Developer if this Agreement is terminated as provided herein.

Article 5  
DECOMMISSIONING

5.1 The Developer shall Decommission the Solar Facility in accordance with the CUP Conditions, Decommissioning Plan and all requirements of the County's ordinances.

Article 6  
TERM; TERMINATION; EXTENSION

6.1 Term; Termination. This Agreement shall become effective on the Agreement Date and shall remain in effect until the Termination Date.

6.2 Extension. If the Solar Facility is operated for greater than 35 years after the Agreement Date and after the Termination Date, the Developer will use reasonable efforts to negotiate an extension of this Agreement with the County.

Article 7  
MISCELLANEOUS

7.1 Compliance with Laws. The Developer shall operate and Decommission the Solar Facility in compliance with all applicable federal and state laws, regulations, approvals, and permits. In the event that the Developer is notified of any violation at the Solar Facility of any applicable federal or state law, regulation,

approval, or permit, the Developer shall promptly (a) notify the County of said violation, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation.

7.2 Insurance. The Developer will obtain and maintain in effect comprehensive general liability insurance and pollution liability insurance with minimum coverage limitations of \$2,000,000 per occurrence and \$5,000,000 annual aggregate; employer's liability/workers' compensation insurance with a minimum coverage limitation of \$1,000,000 per accident; property and casualty insurance on a replacement value basis, with minimum coverage limitation of \$5,000,000 per occurrence; and such other insurance for the Solar Facility as may be required by law. The County shall be listed as an additional insured on the comprehensive general liability insurance policies in connection with any event or occurrence arising from the Solar Facility. If the Solar Facility is owned by an Investor-Owned Utility, such Investor-Owned Utility (either directly or through its Affiliate) may self-insure any of the coverages required by this Section 7.2. Such Investor-Owned Utility's self-insurance shall be primary and non-contributory, and no insurance or self-insurance maintained by the County shall be called upon if the loss arises directly from the work performed by such Investor-Owned Utility.

7.3 Notification.

7.3.1 Within thirty (30) days of the Developer's receipt of same, the Developer will notify the County of any warning letters, notices of violation, revocation of a permit or approval, or other notices of enforcement action resulting from operation of the Solar Facility.

7.3.2 The Developer will notify the County, in writing, at least one hundred eighty (180) days prior to ceasing the generation of power at the Solar Facility.

7.4. Amendments. This Agreement may be modified only by an instrument in writing, executed by the Parties. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements and understandings between the Parties as to the subject matter hereof.

7.5 Transferability of Agreement. Except for a Related Entity of the Developer, or an Investor-Owned Utility Company, no assignment of this Agreement or any right accruing under this Agreement shall be made by the Developer without the express written consent of the County, which consent shall not be unreasonably withheld. In the event of any consented assignment, the assignee shall assume the liabilities of the Developer. Any assignment, other than as permitted by this Section, without the consent of the County, shall be void.

7.6 Default.

7.6.1 In the event of a default under this Agreement, if a Party has not cured, as described by this Agreement, its default after thirty (30) days of receiving written notice of the default from the non-defaulting Party, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

7.6.2 This Agreement may be terminated by the County in the event of a material breach of this Agreement by Developer that has not been cured within sixty (60) days of written notice thereof being received by Developer. If the Developer initiates a cure within



such period, the Agreement shall not terminate. A material breach shall mean a failure to comply with (1) any of the provisions of this Agreement, (2) the permits and approvals under which the Solar Facility will be operated or built, or (3) applicable federal or state laws, approvals, or regulations. A material breach shall also include the insolvency of Developer or its assignee, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing Developer as the debtor or an involuntary petition that is not dismissed within one hundred eighty (180) days of its filing. A material breach shall also include a violation of the CUP issued to the Developer, written notice of which is received by Developer. Provided, however, Developer's complying or taking action consistent with any governmental or regulatory warning letter, notice of violation, or plan of action shall be deemed a cure if the compliance or the action is initiated by Developer within sixty (60) days of Developer receiving the warning letter, notice of violation, or action plan. Developer's failure after receiving written notice to resolve as soon as practically possible, a material breach that state or federal authorities determine threaten the safety of the public or threatens to cause material environmental damage, shall entitle the County to terminate this Agreement effective immediately upon Developer's failure to act as soon as practically possible. Further, the County may terminate this Agreement effective immediately if Developer fails to pay an amount due under this Agreement within thirty (30) days of receiving from the County written notice of the failure to pay. Provided, however, if a dispute exists as to whether an amount is owed or Developer has otherwise breached or failed to comply with this Agreement, Developer may seek a declaratory judgment or other appropriate action in Charlotte County Circuit Court. If the dispute involves an amount owed by Developer to the County, Developer shall submit any disputed amount to the Clerk of the Charlotte County Circuit Court. The cure period and any termination of this Agreement shall be extended and tolled pending a decision by the Circuit Court on Developer's declaratory judgment or other action it filed. In the event of a breach and the appropriate notice thereof to the Developer by the County, the cure periods noted above may be extended at the sole discretion of the County without the County waiving its right to terminate the Agreement at any time prior to the cure being made by the Developer.

7.7 Notices. To be effective under this Agreement, written notice by the Parties shall be delivered by hand or by certified mail, return receipt requested, as follows unless and until a Party is notified by the other of a change in recipient and/or address:

To Developer: Randolph Virginia, LLC  
c/o SolUnesco LLC  
1818 Library Street Suite 500  
Reston, Virginia 20190  
Attn: Francis Hodsohl

With a copy to: Gentry Locke  
10 Franklin Road, Suite 900  
Roanoke, Virginia 24011  
Attn: Jon Puvak, Esq.

If to the County: Charlotte County  
250 LeGrande Avenue

Charlotte Court House, Virginia 23923  
Attn: County Administrator

With a copy to: County Attorney  
c/o Slayton & Clary  
Post Office Box 580  
411 South Hicks Street  
Lawrenceville, Virginia 23868

7.8 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named Parties hereto and their respective successors and permitted assigns, and no third-party beneficiaries are created or intended to be created hereby,

7.9 Severability. If any provision of this Agreement shall be declared void or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the Parties shall, subject to any necessary County meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Solar Facility will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

7.10 Force Majeure. Any delay or failure of performances by either Party hereunder shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party's reasonable control.

7.11 Mutual Covenants. The Developer covenants to the County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as the Developer is not in breach of this Agreement during its Term, the County covenants to the Developer that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement

7.12 Memorandum of Agreement. A memorandum of this Agreement, in a form acceptable to the County Attorney, may be recorded in the land records of the Clerk's Office of the Circuit Court of the County of Charlotte, Virginia by Developer. Such recordation shall be at the Developer's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Developer chooses not to develop the Solar Facility, in its sole discretion, the County shall execute a release of any memorandum filed in the aforementioned Clerk's Office.

7.13 Confidentiality. This Agreement, once placed on the docket for consideration by the Board, is a public document, subject to production under the Freedom of Information Act (FOIA). The County understands and acknowledges Developer, and as applicable, its associates, contractors, partners and affiliates utilize confidential and proprietary "state-of-the-art" information and data in its operations ("Confidential Information"), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to it and could thereby have a significant detrimental impact on its employees and also upon the County. The County acknowledges that during the development of this Agreement, certain Confidential Information may be shared with the County by Developer. The County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County will (i)

knowingly or intentionally disclose or otherwise divulge any such confidential or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of local, state or federal law. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the County will contact Developer to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Developer may intervene on behalf of the County and defend against disclosure of the Confidential Information. The County agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of Developer.

7.14 Governing Law; Jurisdiction; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF CHARLOTTE COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

7.15 Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail/PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**WHEREFORE**, the undersigned, having been duly authorized to bind their respective principals, do set their hands to this Agreement as of the Effective Date.

**BOARD OF SUPERVISORS OF CHARLOTTE COUNTY, VIRGINIA**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

**RANDOLPH VIRGINIA, LLC**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**EXHIBIT A**  
**(Project Properties)**

DRAFT

**EXHIBIT B**  
**(Conditions)**

**EXHIBIT C**  
**(A Scenario for the Revenue Share and Voluntary Developer Payments to the County)**

The following assumptions determine the scenario for Revenue Share and Voluntary Payments

1. Developer receives a CUP in 2022
2. Developer constructs the Solar Facility in the following Phases
  - a. Phase 1: 300 MWs, Site Plan approvals received in 2025, Substantial Completion Date in 2027
  - b. Phase 2: 300 MWs, Site Plan approvals received in 2026, Substantial Completion Date in 2029
  - c. Phase 3: 200 MWs, Site Plan approvals received in 2028, Substantial Completion Date in 2030

| Year | MWs Operational | Voluntary Accelerated Payment #1 | Courthouse Accelerated COD Payment <sup>1</sup> | Voluntary CPCN Payment | Voluntary Site Plan Payment | Voluntary Commercial Operations Payment | Revenue Share  | Voluntary Operations Payment | Total Payments <sup>2</sup> |
|------|-----------------|----------------------------------|---|------------------------|-----------------------------|---|----------------|------------------------------|-----------------------------|
| 2022 |                 | \$500,000.00                     |   |                        |                             |   |                |                              | \$500,000.00                |
| 2023 |                 |                                  | \$500,000.00                                    |                        |                             |   |                |                              | \$500,000.00                |
| 2024 |                 |                                  | \$500,000.00                                    |                        |                             |   |                |                              | \$500,000.00                |
| 2025 |                 |                                  |   | \$2,812,500.00         | \$2,812,500.00              |   |                |                              | \$5,625,000.00              |
| 2026 |                 |                                  |   | \$2,812,500.00         | \$2,812,500.00              |   |                |                              | \$5,625,000.00              |
| 2027 | 300.0           |                                  |   |                        |                             | \$1,687,500.00                          | \$462,000.00   | \$1,500,000.00               | \$3,649,500.00              |
| 2028 | 300.0           |                                  |   | \$1,875,000.00         | \$1,875,000.00              |   | \$462,000.00   | \$1,507,500.00               | \$5,719,500.00              |
| 2029 | 600.0           |                                  |   |                        |                             | \$1,687,500.00                          | \$924,000.00   | \$3,075,300.00               | \$5,686,800.00              |
| 2030 | 600.0           |                                  |   |                        |                             |   | \$1,016,400.00 | \$3,136,806.00               | \$4,153,206.00              |

<sup>1</sup> Under a letter agreement, dated June 21, 2022 – separate from this Site Agreement – Dominion Energy accelerates the Courthouse Solar Commercial Operations Payment such that Dominion pays Charlotte County i) \$500,000 within ten (10) business days of a final order from the SCC granting Courthouse Solar’s Certificate of Public Convenience and Necessity (CHS CPCN), and ii) \$500,000 on the one year anniversary of the CHS CPCN. Dominion Energy agrees to make these accelerated payments under the following conditions: (i) the County approves the conditional use permit for the Randolph Solar Project and approves a siting agreement for that project substantially in the form herein, (ii) Dominion thereafter acquires the Randolph Solar project from SolUnesco, and (iii) the SCC issues a final order granting Dominion a CPCN to construct the Courthouse Solar Project as a 167 MWAC solar generation facility.

<sup>2</sup> Total Payments does not include the landowners’ real property tax payments associated with the Solar Facility.

| Year | MWs Operational | Voluntary Accelerated Payment #1 | Courthouse Accelerated COD Payment <sup>1</sup> | Voluntary CPCN Payment | Voluntary Site Plan Payment | Voluntary Commercial Operations Payment | Revenue Share  | Voluntary Operations Payment | Total Payments <sup>2</sup> |
|------|-----------------|----------------------------------|---|------------------------|-----------------------------|---|----------------|------------------------------|-----------------------------|
| 2031 | 800.0           |                                  |   |                        |                             | \$1,125,000.00                          | \$1,355,200.00 | \$4,266,056.16               | \$6,746,256.16              |
| 2032 | 800.0           |                                  |   |                        |                             |   | \$1,355,200.00 | \$4,351,377.28               | \$5,706,577.28              |
| 2033 | 800.0           |                                  |   |                        |                             |   | \$1,355,200.00 | \$4,438,404.83               | \$5,793,604.83              |
| 2034 | 800.0           |                                  |   |                        |                             |   | \$1,355,200.00 | \$4,527,172.93               | \$5,882,372.93              |
| 2035 | 800.0           |                                  |   |                        |                             |   | \$1,490,720.00 | \$4,617,716.38               | \$6,108,436.38              |
| 2036 | 800.0           |                                  |   |                        |                             |   | \$1,490,720.00 | \$4,710,070.71               | \$6,200,790.71              |
| 2037 | 800.0           |                                  |   |                        |                             |   | \$1,490,720.00 | \$4,804,272.13               | \$6,294,992.13              |
| 2038 | 800.0           |                                  |   |                        |                             |   | \$1,490,720.00 | \$4,900,357.57               | \$6,391,077.57              |
| 2039 | 800.0           |                                  |   |                        |                             |   | \$1,490,720.00 | \$4,998,364.72               | \$6,489,084.72              |
| 2040 | 800.0           |                                  |   |                        |                             |   | \$1,639,792.00 | \$5,098,332.01               | \$6,738,124.01              |
| 2041 | 800.0           |                                  |   |                        |                             |   | \$1,639,792.00 | \$5,200,298.65               | \$6,840,090.65              |
| 2042 | 800.0           |                                  |   |                        |                             |   | \$1,639,792.00 | \$5,304,304.63               | \$6,944,096.63              |
| 2043 | 800.0           |                                  |   |                        |                             |   | \$1,639,792.00 | \$5,410,390.72               | \$7,050,182.72              |
| 2044 | 800.0           |                                  |   |                        |                             |   | \$1,639,792.00 | \$5,518,598.53               | \$7,158,390.53              |
| 2045 | 800.0           |                                  |   |                        |                             |   | \$1,803,771.20 | \$5,628,970.51               | \$7,432,741.71              |
| 2046 | 800.0           |                                  |   |                        |                             |   | \$1,803,771.20 | \$5,741,549.92               | \$7,545,321.12              |
| 2047 | 800.0           |                                  |   |                        |                             |   | \$1,803,771.20 | \$5,856,380.91               | \$7,660,152.11              |
| 2048 | 800.0           |                                  |   |                        |                             |   | \$1,803,771.20 | \$5,973,508.53               | \$7,777,279.73              |
| 2049 | 800.0           |                                  |   |                        |                             |   | \$1,803,771.20 | \$6,092,978.70               | \$7,896,749.90              |
| 2050 | 800.0           |                                  |   |                        |                             |   | \$1,984,148.32 | \$6,214,838.28               | \$8,198,986.60              |
| 2051 | 800.0           |                                  |   |                        |                             |   | \$1,984,148.32 | \$6,339,135.04               | \$8,323,283.36              |
| 2052 | 800.0           |                                  |   |                        |                             |   | \$1,984,148.32 | \$6,465,917.74               | \$8,450,066.06              |



| Year                         | MWs Operational | Voluntary Accelerated Payment #1 | Courthouse Accelerated COD Payment <sup>1</sup> | Voluntary CPCN Payment | Voluntary Site Plan Payment | Voluntary Commercial Operations Payment | Revenue Share                   | Voluntary Operations Payment | Total Payments <sup>2</sup> |
|------------------------------|-----------------|----------------------------------|---|------------------------|-----------------------------|---|---------------------------------|------------------------------|-----------------------------|
| 2053                         | 800.0           |                                  |   |                        |                             |   | \$1,984,148.32                  | \$6,595,236.10               | \$8,579,384.42              |
| 2054                         | 800.0           |                                  |   |                        |                             |   | \$1,984,148.32                  | \$6,727,140.82               | \$8,711,289.14              |
| 2055                         | 800.0           |                                  |   |                        |                             |   | \$2,182,563.15                  | \$6,861,683.64               | \$9,044,246.79              |
| 2056                         | 800.0           |                                  |   |                        |                             |   | \$2,182,563.15                  | \$6,998,917.31               | \$9,181,480.46              |
| 2057                         | 800.0           |                                  |   |                        |                             |   | \$2,182,563.15                  | \$7,138,895.65               | \$9,321,458.81              |
| 2058                         | 800.0           |                                  |   |                        |                             |   | \$2,182,563.15                  | \$7,281,673.57               | \$9,464,236.72              |
| 2059                         | 800.0           |                                  |   |                        |                             |   | \$2,182,563.15                  | \$7,427,307.04               | \$9,609,870.19              |
| 2060                         | 800.0           |                                  |   |                        |                             |   | \$2,400,819.47                  | \$7,575,853.18               | \$9,976,672.65              |
| 2061                         | 800.0           |                                  |   |                        |                             |   | \$2,400,819.47                  | \$7,727,370.24               | \$10,128,189.71             |
| 2062                         | 800.0           |                                  |   |                        |                             |   | \$2,400,819.47                  | \$7,881,917.65               | \$10,282,737.12             |
| 2063                         | 800.0           |                                  |   |                        |                             |   | \$2,400,819.47                  | \$8,039,556.00               | \$10,440,375.47             |
| 2064                         | 800.0           |                                  |   |                        |                             |   | \$2,400,819.47                  | \$8,200,347.12               | \$10,601,166.59             |
| 2065                         | 800.0           |                                  |   |                        |                             |   | \$2,640,901.41                  | \$8,364,354.06               | \$11,005,255.48             |
| <b>TOTALS<sup>3</sup></b>    |                 | <b>\$500,000.00</b>              | <b>\$1,000,000.00</b>                           | <b>\$7,500,000.00</b>  | <b>\$7,500,000.00</b>       | <b>\$4,500,000.00</b>                   | <b>\$68,435,172.11</b>          | <b>\$222,498,855.27</b>      | <b>\$311,934,027.38</b>     |
| <b>Pre-Operations Totals</b> |                 |                                  |   |                        |                             | <b>\$21,000,000.00</b>                  | <b>Without Courthouse Solar</b> |                              | <b>\$310,934,027.38</b>     |

<sup>3</sup> The Totals for the life of the project calculates thirty-five years for 800 MWs plus the additional two years at 300 MWs and two additional years with 600 MWs. If the facility were to be decommissioned in phases such that each phase only lasted 35 MWs the total payments to the county would be reduced by \$24.0 million.