

## SOLAR FACILITY SITING AGREEMENT

THIS SOLAR FACILITY SITING AGREEMENT (this “Agreement”) is made effective as of February 8, 2021, by and between TALL PINES SOLAR, LLC, a Delaware limited liability company (“Applicant”), CHARLOTTE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and INDUSTRIAL DEVELOPMENT AUTHORITY OF CHARLOTTE COUNTY, VIRGINIA (the “IDA”), a political subdivision of the Commonwealth of Virginia. The Applicant and County are herein each a “Party” and collectively, the “Parties”.

### RECITALS

A. The Applicant proposes to develop, install, construct and operate a ground-mounted solar photovoltaic electric generating facility (the “Project”) on certain parcel(s) of land comprised of 2,086 acres, pursuant to identified as County Tax Map Parcels 17-1-1-A, 17-1-2, 17-1-2-A, 17-1-3, 17-1-4-C, 17-A-14, 17-A-15, 17-A-16, 27-A-12, 27-A-14, 27-A-14-A, 27-A-15, 27-A-16, 27-A-18, 27-A-19, 27-A-20, 27-A-20-A, 27-A-22, 27-A-23, 27-A-24, 27-A-25, 27-A-26, 27-A-27, 27-A-28, 27-A-29, 27-A-32-B, 27-A-32-C, 27-A-33, 27-A-33-A, 27-A-33-B, 27-A-34-A, 27-A-54, 27-A-55, 27-A-56, 27-A-58, 27-A-59, and 27-A-87 (collectively, the “Property”), the respective owners of which are more particularly detailed on Exhibit A attached hereto, which facility is projected to produce 240 megawatts (“MW”). For the avoidance of doubt, the Property shall be defined as set forth in the Conditional Use Permit attached hereto as Exhibit B.

B. Pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled "Siting of Solar Energy Facilities" Applicant and the County may enter into a siting agreement ("Siting Agreement") for solar projects to mitigate certain potential impacts of the Project to the County.

C. Virginia Code § 15.2-2316.7 requires that each applicant for a solar facility shall meet, discuss, and negotiate a siting agreement with the locality. The County and Applicant intend to, and do, hereby enter into this Agreement following negotiation between the Parties for the purpose of complying with Virginia Code § 15.2-2316.7 and to set forth their respective rights, duties, and obligations.

D. The County and the Authority have determined that the Project promotes economic development and will result in substantial benefits to the welfare of the County and its inhabitants, is in the public interest, and serves governmental interests, including but not limited to an increase in tax receipts and job creation.

E. The County is authorized by Section 15.2-953 of the Code of Virginia and other laws, to perform the activities contemplated in this Agreement.

F. Pursuant to Virginia Code Section 15.2-2316.6 the Project is eligible for a Siting Agreement.

G. Pursuant to Virginia Code Section 58.1-2636 the County has adopted an ordinance assessing a revenue share of \$1,400.00/MW, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Solar Facility, which shall be increased on July 1, 2026, and every five years thereafter by 10 percent (“Solar Revenue Share”). Notwithstanding the foregoing, the parties desire to ratify a mutually binding agreement, the terms of which will

supersede the foregoing state law and County ordinance. Under the negotiated terms, commencing July 1, 2027, the initial Supplemental Payment (as hereinafter defined) due from Applicant will increase by 1.75% on the first day of each succeeding July. For purposes of this Agreement, “Solar Facility” means the Property together with all equipment, apparatus, or other items of personal property used for the construction, operation, or decommissioning of the Project.

H. Pursuant to Virginia Code Section 58.1-3660, since the County has adopted the Solar Revenue Share, the solar photovoltaic (electric energy) systems associated with the Project, which are considered “certified pollution control equipment” will be exempt from all state and local taxation pursuant to Article X, Section 6 (d) of the Constitution of Virginia (the “Tax Exemption”). This paragraph relates to machinery and tools (“M&T”) taxes only, and would have no effect on the County’s right to collect real estate taxes for the Property.

I. This Agreement sets forth the understanding of the parties concerning the Applicant’s obligations.

J. Pursuant to the requirement of Virginia Code Section 15.2-2316.8 (B), on August 2, 2022, the County held a duly advertised public hearing in accordance with subdivision A of Virginia Code Section 15.2- 2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the County Board of Supervisors approved this agreement.

## **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 covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and Applicant do hereby agree as follows:

### **Article I**

#### **Project Features, Conditions and Mitigation**

**1.1 CUP conditions.** The Applicant acknowledges and agrees that it is subject to all the terms and conditions contained in any conditional use permit (the “CUP”) once approved by the County Board of Supervisors (“Board”) for the Project. Once approved by the Board, the CUP conditions will be attached hereto as Exhibit B and incorporated herein by this reference. Violation by the Applicant or by any of Applicant's agents, assigns or successors in interest of any terms and conditions of the CUP or of any other applicable zoning requirements shall constitute a violation of this Agreement. The Applicant acknowledges that compliance with the terms of this Agreement shall be required as a condition of the CUP, which will provide that such violation will constitute a violation of the conditions, which may entitle the County to initiate a process for revocation of the CUP.

**1.2 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.

**1.3 Annual valuation of taxable equipment; independent verification.** As a condition precedent to the County approval of this Agreement, Applicant agrees to provide the County with a list of capital equipment, including but not limited to solar photovoltaic equipment proposed to be installed, whether or not it has yet been certified as pollution control equipment by the State Corporation Commission or Virginia Department of Environmental Quality, all equipment related, and lists of all other taxable tangible property. Thereafter, on an annual basis, the Applicant shall provide the County with any updates to this information, including but not limited to all new or replacement solar panels and all other equipment. Applicant agrees to provide the County all information it may in the future provide to the Virginia State Corporation Commission for the Commission's use in valuing such property for taxation purposes. In addition, Applicant shall provide an independent analysis and verification, prior to the County approval of this agreement, prepared by a licensed engineer or other qualified expert that affirms total MW generating capacity of the facility solely through the equipment listed and provided to the County. In the alternative to providing such analysis and verification, Applicant agrees to pay reasonable costs for the County to obtain it.

**1.4 Decommissioning and Periodic Adjustment of Surety Bond.** The Parties agree that a surety bond to cover the costs of decommissioning Applicant's facilities is required as a condition in the CUP. Further, the Applicant recognizes the protection this provides for the County taxpayers and does not desire to shift that expense to them should the Applicant or its successors or the landowner not be able to comply with the decommissioning requirements and County recognizes that the surety bond is an expense to be incurred by the Applicant encumbering funds that could otherwise go directly towards investing in the Project or other potential projects. In recognition of these factors, the Parties desire for the bond and the costs for such to accurately reflect the associated decommissioning costs being insured. Therefore, the Applicant, or its successor, agrees to update the gross estimated costs of decommissioning every five years and to reimburse the County for its reasonable costs for an independent review and analysis by a licensed engineer. The bond or surety amount shall be adjusted accordingly to ensure it accurately reflects the costs associated with decommissioning.

**1.5 Deed Conveying Right of Entry for Enforcement and Decommissioning.** Applicant shall execute an instrument satisfactory to the County Attorney in a form substantially in conformance with the form attached Exhibit C that runs with and encumbers all parcels related to the Project until such time as terminated by the County, and that provides the County, its personnel and duly authorized agents the express right of entry upon the Project parcels for the purposes of inspecting solar panels and all appurtenant facilities and further authorizes the County to effect any and all tasks, as necessary, to decommission solar panels, and all appurtenant facilities and restore the parcels to substantially the same condition that existed prior to construction of the solar facilities.

## **Article II**

### **Revenue Structure**

#### **2.1 Capital Payment.**

**2.1.1 Payment.** The Applicant will make a payment to the County in the amount of \$22,500.00 per megawatt (MW) of nameplate capacity of the Solar Facility (“Payment”) which amount shall be due and payable within forty-five (45) calendar days from the date on which Solar Facility begins commercial electrical production (“Commercial Operation Commencement Date”). As illustration of the foregoing, if the nameplate capacity of the Solar Facility is 240MW, then the payment due from Applicant to County under this provision shall be \$5,400,000 (\$22,500/MW x 240MW)

**2.1.2 Annual Supplemental Payment.** The parties acknowledge that state law and County’s revenue share ordinance each provide for a base annual \$1,400 per MW of nameplate capacity of the Solar Facility revenue share payment (the “Base Year Revenue Share Payment”). State law and County ordinance also provide for an increase in that amount of 10% on each fifth anniversary of the date the first payment was due. Notwithstanding state law and notwithstanding County ordinance, the parties have negotiated an alternative arrangement pertaining to revenue share payments, as follows: The parties agree that the Base Year Revenue Share Payment due in the initial year of the Project shall increase annually by 1.75% per year (each, a “Supplemental Payment”), and not by 10% on each fifth anniversary of the first payment date. Each Supplemental Payment will be due and payable on the fifth day of December of each year. Each Supplemental Payment remitted after December 5 shall accrue the same penalty and interest imposed by County on delinquent real estate taxes. For the avoidance of doubt, the schedule of anticipated Supplemental Payments due hereunder are set forth on the schedule attached hereto as Exhibit D. The parties covenant that the Supplemental Payments shall be calculated as shown on Exhibit D, notwithstanding any subsequent change in state law. As a result, if the Virginia legislature hereafter provides for a change in the \$1,400/MW revenue share payment due under state law, regardless of whether that changes increases, or decreases, the \$1,400/MW annual revenue share payment, the annual amounts due from Applicant to County shall be those shown on Exhibit D (as may be modified to reflect the final Solar Facility nameplate capacity).

**2.1.3 Convenience Fee.** The Applicant will pay to the County an annual fee in the amount of Sixty Thousand and NO/100 Dollars (\$60,000.00) (the “Convenience Fee”), with payment being due upon the first anniversary of the date of approval of the CUP, and continuing thereafter on each subsequent anniversary for not greater than five (5) total payments; provided, however, that no Convenience Fee payment shall be due following the occurrence of any of the following: (i) the Commercial Operations Date, (ii) notice by the Applicant to the County to abandon the CUP, or (iii) failure of the County to extend the validity of the CUP for a period of six (6) years from the date of approval.

**2.1.4 Condition Precedent.** The Payment is separate and distinct from the amounts owed pursuant to any Solar Revenue Share Ordinance as provided by Virginia Code § 58.1-3660 and § 58.1-2636, any M&T taxes on equipment pursuant to Article 2, Chapters 35 and 36 of Title 58.1 of the Code of Virginia and applicable County Ordinances, and all real estate taxes owed pursuant to the Code of the County.

**2.1.5 Statutory Structure of Payment; Statement of Benefit.** The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.6 et seq., the Payment is authorized by statute and that it acknowledges it is bound by law to make the Payment in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and

mutually beneficial to them both. The Payment under this Agreement is not conditioned upon the County adopting a Solar Revenue Share Ordinance. However, since the County has adopted a Solar Revenue Share Ordinance, then the County acknowledges that such action will result in the County forgoing a portion of its taxing authority pursuant to Virginia Code § 58.1-3660(D) and Applicant agrees to be subject to such ordinance as adopted by the County. The parties agree that the funding provided pursuant to this Agreement is beneficial in that it will result in mutually acceptable, steady, predictable, accurate and reasonable payments to the County. Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with the installation of the Project with clear project design terms, which provide for mitigation of effects on the surrounding properties and the Charlotte County community. Additionally, Applicant acknowledges that this Agreement provides for a clear and predictable stream of future payments to the County in values fair to both Parties.

**2.1.6 Emergency Resources.** The Applicant will promptly reimburse the County for its reasonable expenses directly incurred by local fire and rescue in response to an emergency at the Solar Facility. For the avoidance of doubt, administrative expenses, including without limitation salary, maintenance and equipment costs, shall not be included in reimbursable expenses invoiced to the Applicant.

**2.1.7 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.

**2.2 Economic Incentive Grant.** The parties acknowledge that the County may repeal its Solar Revenue Share Ordinance in the future. The parties believe that if such repeal occurs, under Virginia law the Applicant would be required to pay the County M&T taxes. The parties further acknowledge that such a result is not consistent with the agreement negotiated between them, the terms of which are set forth in this Agreement. To avoid a result which is not intended by the parties, the parties agree that the following mechanism will be in place to ensure two results: first, that notwithstanding repeal of the Solar Revenue Share Ordinance, the County will continue to receive the revenue stream contemplated under this Agreement; second, that if the County repeals its Solar Revenue Share Ordinance, and if as a result the Applicant is required to pay M&T taxes to the County, the amount paid each year will be refunded to the Applicant by an economic incentive grant ("EIG"). The procedure followed to achieve those results is set forth below.

2.2.1. If the County repeals its Solar Revenue Share Ordinance, after such repeal the Applicant will continue to make annual contractual payments to the County of \$1,400.00/MW, plus the annual Supplemental Payment increases as applicable. The Applicant acknowledges that in the event of such County repeal, its obligation to continue payments to the County shall be by contract, and that its contractual obligation will be incorporated into its CUP, and that failure to honor that contractual obligation of the CUP will constitute a violation of the CUP by the Applicant, which may entitle the County to revoke the CUP.

- 2.2.2. M&T tax due to the County each fiscal year is paid in two installments, the first of which is due on December 5 and the second of which is due on June 5.
- 2.2.3. Within thirty (30) days after receipt of each amount paid by the Applicant to the County as M&T tax, the County will appropriate that same amount and remit the total appropriated to the IDA to enable the IDA to provide an annual EIG to the Applicant in the amount received by the IDA from the County. The County shall have no duty to so appropriate any sums not theretofore received from the Applicant.
- 2.2.4. Within thirty (30) days after receipt of the payment from the County, the IDA will appropriate and remit that full amount to the Applicant as an EIG. The IDA shall have no duty to so appropriate any sums not theretofore received from the County.
- 2.2.5. The Applicant and the County acknowledge that the appropriations required hereunder of the County do not constitute a legally enforceable obligation, but by joining in the execution hereof the County evidences its moral obligation to make all of the appropriations required of it hereunder.
- 2.2.6. The parties acknowledge that the IDA will need to take action causing it to be bound by the terms and conditions of this Agreement.

### Article III

#### **Miscellaneous Terms**

- 3.1 Term; Termination.** This Agreement shall commence on the Effective Date and shall continue until the earlier of (i) Applicant's commencement of the decommissioning of all or a material portion of the Project, (ii) cessation of operation of a period of longer than one (1) year at any point after Commercial Operation Commencement Date, except as provided herein, or (iii) the thirty-fifth (35th) calendar year of commercial electricity generation of the Project ("Termination Date"). The Applicant shall have no obligation to make any payments under this Agreement after the Termination Date. The Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of the Termination Date. The termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.
- 3.2 Mutual Covenants.** The Applicant 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 Applicant is not in breach of this Agreement during its term, the County covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.
- 3.3 No Obligation to Develop.** The Applicant has no obligation to develop the Project and, other than the Convenience Fee, this Agreement does not require any Payment until after the Commercial Operation Commencement Date of the Project. Any test energy or other energy

produced prior to the Commercial Operation Commencement Date of the Project shall not trigger payment under this paragraph. It is understood that development of the Project by Applicant 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 Applicant to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement. The Payment required by Sections 2.1.1. and 2.1.2. hereof shall be remitted when due under the terms hereof, and once paid shall not be refundable to the Applicant.

**3.4 Successors and Assigns.** This Agreement will be binding upon the successors and assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If Applicant sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of the Applicant, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Upon notice to the County of such assumption, which shall include contact information for the successor Applicant (with name, address, principal name, email and phone number), the sale, transfer, lease or assignment shall relieve the Applicant of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement. The Applicant shall execute such documentation as reasonably requested by the County to memorialize the assignment and assumption by the purchaser or transferee.

**3.5 Insurance.** The Applicant 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. 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.

**3.6 Memorandum of Agreement.** A memorandum of this Agreement, in a form acceptable to the County Attorney, shall be recorded in the land records of the Clerk's Office of the Circuit Court of Charlotte County, Virginia (the "Clerk's Office"). Such recordation shall be at the Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Applicant chooses to not develop the Project, in its sole discretion, the County shall execute a release of the memorandum filed in the Clerk's Office.

**3.7 Notices.** Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, by recognized overnight courier, or by commercial messenger to:

if to the Applicant, to:  
Tall Pines Solar, LLC  
23955 Novi Rd.  
Novi, MI 48375

with a copy to:  
Williams Mullen  
200 S. 10<sup>th</sup> Street, Suite 1600  
Richmond, VA 23219  
Attn. T. Preston Lloyd, Jr., Esq.

if to the County, to:  
Charlotte County, Virginia  
Post Office Box 608  
250 LeGrande Avenue, Suite A  
Charlotte Court House, VA 23923  
Attn. County Administrator

with a copy to:  
Russell O. Slayton, Jr., Esq.  
Post Office Box 580  
411 S. Hicks Street  
Lawrenceville, VA 23868

if to the IDA, to:  
Industrial Development Authority of  
Charlotte County, Virginia  
Post Office Box 608  
250 LeGrande Avenue, Suite A  
Charlotte Court House, VA 23923  
Attn. County Administrator

with a copy to:  
Russell O. Slayton, Jr., Esq.  
Post Office Box 580  
411 S. Hicks Street  
Lawrenceville, VA 23868

The parties, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

**3.8 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.

**3.9 Confidentiality.** This Agreement, once placed on the docket for consideration by the County Board of Supervisors, is a public document, subject to production under the Freedom of Information Act (FOIA). The County understands and acknowledges the Applicant, and as applicable, their associates, contractors, partners and affiliates utilize confidential and

proprietary "state-of-the-art" information and data in their 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 them and could thereby have a significant detrimental impact on their 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 the Applicant. Applicant agrees to clearly identify any information it deems to be Confidential and not subject to mandatory disclosure under the Virginia Freedom of Information Act or other applicable law as Confidential Information at the time it provides such information to the County. 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 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 Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant 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 the Applicant.

**3.10 Subject-to-Appropriations.** All payments and other performances by the County and the Authority under this Agreement are subject to Board of Supervisors approval, Industrial Development Authority Board approval and annual appropriations by the Board of Supervisors. It is understood and agreed among the parties that the County and the Authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the County's or the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the Board of Supervisors for the payments hereunder for the performance of this Agreement.

**3.11 Severability; Invalidity Clause.** Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. 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 Property and Project 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.

- 3.12 Entire Agreement.** This Agreement and any schedules or exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all parties hereto.
- 3.13 Construction.** This Agreement was drafted with input by the County and the Applicant, and no presumption shall exist against any Party.
- 3.14 Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- 3.15 Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority or interest in, under or because of the existence of, this Agreement.
- 3.16 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.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the Effective Date.

**APPLICANT:**

**TALL PINES SOLAR, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**COUNTY:**

**CHARLOTTE COUNTY, VIRGINIA,**  
a political subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Name:  
Title: Chairman, County Board of Supervisors

Approved as to form:

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

**IDA:**

**INDUSTRIAL DEVELOPMENT AUTHORITY  
OF CHARLOTTE COUNTY, VIRGINIA,**  
a political subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Name:  
Title: Chairman, IDA Board of Directors

100391804.6

## EXHIBIT A

### Schedule of Subject Properties and Owners

*Table 2.1-1: Tall Pines Parcels*

Parcel	Owner
17-1-1-A	VASSAR BRENDA N & GOODMAN KAREN VASSAR & JASON M
17-1-2	VASSAR BRENDA N & GOODMAN KAREN VASSAR & JASON M
17-1-2A	VASSAR BRENDA N & GOODMAN KAREN VASSAR & JASON M
17-1-3	VASSAR BRENDA N & L GREGORY & CHERYL F
17-1-4-C	VASSAR BRENDA N & L GREGORY & CHERYL F
17-A-14	MARTIN JAMES M & DIANN M
17-A-15	VASSAR BRENDA N & GOODMAN KAREN VASSAR & JASON M
17-A-16	VASSAR BRENDA N & L GREGORY & CHERYL F
27-A-12	VASSAR BRENDA N & LEALON GREGORY
27-A-15	VASSAR BRENDA N & FEINMAN SHANNON VASSAR & STEVEN J
27-A-14	REYNOLDS MILDRED E EST
24-A-14-A	REYNOLDS JOHN WILLIS LIFE OR REYNOLDS JACK LIFE
27-A-16	VASSAR BRENDA N & L GREGORY & CHERYL F
27-A-18	VASSAR BRENDA N & L GREGORY & CHERYL F
27-A-19	VASSAR BRENDA N & L GREGORY & CHERYL F
27-A-20	VASSAR BRENDA N & L GREGORY & CHERYL F
27-A-20-A	VASSAR L GREGORY & CHERYL F & LEALON MATTHEW
27-A-22	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-23	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-24	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-25	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-26	CRAWLEY J ARCHER EST
27-A-27	CRAWLEY J ARCHER EST
27-A-28	CRAWLEY J ARCHER EST
27-A-29	CRAWLEY J ARCHER EST
27-A-32-B	MORRIS JERRY L OR JUDY W
27-A-32-C	MATHIS ADAM FRANKLIN & ELIZABETH EILEEN
27-A-33	MORRIS BRYAN K & ANGELA N
27-A-33-A	MORRIS BRYAN K & ANGELA N
27-A-33-B	MORRIS BRYAN K & ANGELA N
27-A-34-A	MORRIS BRYAN K & ANGELA N
27-A-54	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-55	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-56	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-58	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-59	VASSAR BRENDA N & FEINMAN STEVEN J & SHANNON VASSAR
27-A-87	MILL ROAD LOGGING LLC

**EXHIBIT B**

**Conditional Use Permit**

[To be attached upon approval]

DRAFT

**EXHIBIT C**

**Form of Decommissioning Access Easement**

[To be attached by County Attorney]

DRAFT

**EXHIBIT D**

**Schedule of Supplemental Payments**

			Year	Convenience Fee	Concession	Revenue Share
Project Size (est. nameplate cap.)	240	MW	2022	\$ 60,000		
Escalation- Annual	1.75%		2023	\$ 60,000		
Revenue Share	\$1,400		2024	\$ 60,000		
Convenience Fee (3-5 Years)	\$60,000		2025	\$ 60,000		
Concession	\$22,500	\$/MW	2026		\$ 5,400,000	\$ 369,600
			2027			\$ 376,068
\$1,400 x 10% July 1, 2026 if project not in production prior			2028			\$ 382,649
			2029			\$ 389,346
			2030			\$ 396,159
			2031			\$ 403,092
			2032			\$ 410,146
			2033			\$ 417,324
			2034			\$ 424,627
			2035			\$ 432,058
			2036			\$ 439,619
			2037			\$ 447,312
			2038			\$ 455,140
			2039			\$ 463,105
			2040			\$ 471,209
			2041			\$ 479,455
			2042			\$ 487,846
			2043			\$ 496,383
			2044			\$ 505,070
			2045			\$ 513,909
			4046			\$ 522,902
			2047			\$ 532,053
			2048			\$ 541,364
			2049			\$ 550,838
			2050			\$ 560,477
			2051			\$ 570,286
			2052			\$ 580,266
			2053			\$ 590,420
			2054			\$ 600,753
			2055			\$ 611,266
			2056			\$ 621,963
			2057			\$ 632,847
			5058			\$ 643,922
			2059			\$ 655,191
			2060			\$ 666,657
				\$ 240,000	\$ 5,400,000	\$ 17,641,318
						\$ 23,281,318