

SOLAR ENERGY SITING AGREEMENT

This Solar Energy Siting Agreement (“Agreement”), dated as of August 11th, 2022 (the “Effective Date”), is by and between the **BOARD OF SUPERVISORS OF LUNENBURG COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”) and **DOGWOOD LANE SOLAR LLC**, a Virginia limited liability company (“Developer”). The County and Developer are herein each a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, Developer intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility (“Project”) on the Property (as defined below);

WHEREAS, the Developer has submitted a CUP application for the Project;

WHEREAS, the Developer has given the County written notice of its intent to locate the Project in Lunenburg County;

WHEREAS, 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, as a “Host Locality” may enter into a siting agreement (“Siting Agreement”) for solar facilities;

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2316.6 the Project is eligible for a Siting Agreement with the County as the Host locality;

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2316.9, by entering into this Agreement, by operation of law, the Project is deemed to be substantially in accord with the Lunenburg County Comprehensive Plan;

WHEREAS, pursuant to the County Solar Ordinance, the County and Developer have agreed to the County assessing a revenue share of up to \$1,800.00 per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Project, which amount shall increase by two percent (2%) per annum, beginning in 2022 regardless of the start date of operations (“Solar Revenue Share”);

WHEREAS, pursuant to Virginia Code Ann. § 58.1-3660, in adopting the Solar Revenue Share, the solar photovoltaic (electric energy) systems associated with the Project, 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”);

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2288.8, the Developer shall pay the County a substantial cash payment for public improvements in the amounts identified herein and as a condition to the approval of the conditional use permit application;

WHEREAS, the Developer has agreed to make certain voluntary payments to the County, in addition to 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.

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

WHEREAS, the County, pursuant to the requirement of Virginia Code Ann. § 15.2-2316.8(B), the County has held a public hearing in accordance with Virginia Code Ann. § 15.2-2204(A) for the purpose of considering this Agreement, at which a majority of a quorum of the members of the Lunenburg 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 covenants contained herein, the receipt and sufficiency of which are hereby conclusively acknowledged, the County and Developer do hereby agree as follows:

Article I

DEFINITIONS

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

“Final 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 Project after administrative review and approval by the County.

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

“Commercial Operation” means the date upon which all equipment and other portions of the Project necessary to operate have been installed, tested and commissioned and the Developer is legally authorized to deliver energy to the transmission system in accordance with the requirements of the power purchase agreement. The Project may produce test energy prior to Commercial Operation.

“County” means Lunenburg County, Virginia.

“CUP Conditions” means the conditions applicable to the Project as approved by the Board as part of the CUP and attached hereto as **Schedule A**.

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

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

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

“Effective Date” means the date first set forth in the first paragraph of this Agreement.

“Escrow Account” shall have the meaning set forth in Section 2.3 of this Agreement.

“Developer” means Dogwood Lane Solar, LLC, a Virginia limited liability company, or its assigns.

“Property” means all properties to be leased or purchased by the Developer or any Related Entity for development in connection with the Project and identified as Lunenburg County Tax Map Number 035-03-0-2C.

“Qualified Assignee” means an entity that, or has contracted with a third-party operator to **develop** or operate and maintain the Facility that (a) has at least three (3) years’ experience developing at least 250 MW of renewable generation or operating at least 300 MW of renewable energy, as the case may be, (b) has no active investigations open or ongoing with any government agency in connection with any environmental violations; and (c) meets all applicable requirements and obligations under the Agreement.

“Related Entity” or “Related Entities” means any two or more entities described in the Internal Revenue Code § 267(b).

“Solar Ordinance” means the County’s Ordinance for Solar Energy Facilities in Lunenburg County, VA, as enacted by the Lunenburg County Board of Supervisors on September 9, 2021.

“Solar Revenue Share” has the meaning set forth in the recitals.

“Tax Exemption” has the meaning set forth in the recitals.

“Termination Date” means the earlier of (i) Developer’s commencement of the Decommissioning of all or a material portion of the Project, (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, or (iii) twelve months after the thirty-fifth (35th) calendar year anniversary of the Commercial Operation commencement of the Project with such twelve-month period for Decommissioning and not Commercial Operation.

Article II

CONDITIONS, BUILDING PERMIT, AND REIMBURSEMENT

2.1 **Compliance with Conditional Use Permit.** The Project shall be in compliance with the CUP Conditions granted by the County to Developer for the development of the Project as set forth in the attached **Schedule A**, reference to which conditions is here made and which

conditions are incorporated, but not merged, into and made a part of this Agreement as if fully set forth herein.

2.2 **Building Permit Fee.** Notwithstanding the County's Code of Ordinances, the Developer shall pay to the County a building permit fee for the Project in an amount of \$50,000. As provided in Virginia Code § 15.2-2316.9, the building permit fee stated in this Agreement shall supersede and replace the building permit fee provided in Section 22-51 of the County's Building and Building Regulations Ordinance. The building permit fee shall be paid to the County when the building permit application is submitted.

2.3 **Fee and Expense Reimbursement.** In addition to the building permit fee stated in this Agreement, at the time of the submission of the Final Site Plan, the Developer shall deposit \$200,000 into escrow with the County which shall be used to reimburse the County for the following direct fees and expenses incurred by the County:

- a. For a qualified consultant(s) to review and comment on the Final Site Plan, erosion and sediment control, and storm water management plans submitted to the Virginia Department of Environmental Quality, Soil and Water Conservation District, or other state agency; and, once such plans are approved, the compliance with such plans;
- b. Third-party costs directly related to the County's review and enforcement of erosion and sediment control, decommissioning cost estimates, and semi-annual inspections during operations to verify compliance with the CUP;
- c. For a qualified consultant(s) to review of the Decommissioning Plan as required by the CUP Conditions;
- d. Attorney's fees, third party consultant's fees and other operational expenses incurred by the County in the performance or enforcement of this Agreement during the term of this Agreement.

The County shall establish and maintain a segregated account in the County's financial records (the "Escrow Account") to receive the cash deposits as described in this Section 2.3. The County agrees that funds for will only be disbursed from the Escrow Account for actual fees and expenses set forth in Sec. 2.3(a)-(d) that are incurred by the County. The Developer and the County do not reasonably expect that the County's direct costs and expenses will exceed \$200,000 prior to the Termination Date. In the event that the third party fees and expenses to be reimbursed by the Developer exceed \$200,000, the County will send notice to the Developer and the Developer shall replenish the escrow with an additional \$100,000 deposit, and thereafter as required. In the event that the actual fees and expenses set forth in Sec 2.3(a)-(d) to be reimbursed by the Developer do not exceed \$200,000 and/or funds remain in the Escrow Account as of the Termination Date, the County will send notice to the Developer and the remaining funds will be disbursed to Developer. For all reimbursable fees and expenses, the County will provide the Developer with a reasonable estimate prior the fee or expense being incurred. Upon the request from the Developer no more than twice per year, the County will provide a statement of disbursements from the Escrow Account and remaining funds. The fee and expense reimbursement stated in this Agreement will

be in lieu of the fees assessed under County Zoning Ordinance Section 3-16.

2.4 **Valuation of Taxable Equipment.** Prior to the Commercial Operation Date (as defined below), the Developer agrees to provide County with a detailed 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 Virginia Department of Energy or successor agency having such jurisdiction, and lists of all other taxable tangible property associated with the Project.

Article III

SUBSTANTIAL PAYMENTS; SOLAR REVENUE SHARE

3.1 **Substantial Payments.** Pursuant to Virginia Code Ann. §§ 15.2-2288.8 and 2316.7, the Developer in an effort to be a good community partner with the County, hereby agrees to pay the County the following payments at such times as set forth below (each a "Payment" and collectively, the "Payments").

a. The Developer will pay the County the amount of \$26,666.00 within sixty (60) days after the County's approval of the CUP.

b. The Developer will pay the County the amount of \$26,666.00 upon submission of building permit application.

c. The Developer will pay the County the amount of \$26,666.00 immediately (within fifteen (15) days) after Commercial Operation but no later than the receipt of the temporary Certificate of Occupancy by the Developer.

3.2 The Payments are separate and distinct from any sums owed pursuant to the County's Solar Revenue Share Ordinance, and all real property taxes owed pursuant to the Code of Ordinances of Lunenburg County, Virginia.

3.3 **Statutory Structure of Payments; Statement of Benefit.** Developer agrees that by entering into this Agreement, pursuant to Virginia Code Ann. § 58.1-2636, the Payments are authorized by statute and that it acknowledges, it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. Developer acknowledges that this Agreement is beneficial to Developer in allowing it to proceed with the installation of the Project while providing for mitigation of potential impacts. Additionally, Developer acknowledges that this Agreement provides for a clear and a predictable stream of future payments to the County in values fair to both Parties.

3.4 **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 in accordance with applicable law.

3.5 **Use of Payments by the County.** The Payments may be used for any purpose, including but not limited to, any of the following purposes: (a) to fund the capital improvement plan of the County (b) to meet needs of the current fiscal budget of the County, (c) supplement the County's fiscal fund balance policy; (d) support broadband funding, all as permitted by Virginia Code Ann. § 15.2-2316.7.

Article IV

DECOMMISSIONING

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

Article V

PROJECT FEATURES

5.1 **CUP Application Requirements.** The County acknowledges that the Developer submitted the CUP application and the application was deemed complete in accordance with the County's Solar Ordinance.

5.2 **Setbacks.** In accordance with Section 5.D.4 of the Ordinance, the Developer may utilize setback easements with non-participating landowners to meet the setback requirements of the Ordinance and such reduced setbacks will be depicted on the Final Site Plan. The County will have the right to approve the form of easement agreements; provided that the County shall not have the right to review or approve payment terms.

5.3 **Conformance with Comprehensive Plan.** The County acknowledges that it has previously determined that the Project and all associated transmission facilities have been reviewed and determined to be substantially in accord with the Lunenburg County Comprehensive Plan. Notwithstanding the foregoing, pursuant to Virginia Code Ann. § 15.2-2316.9, by entering into this Agreement, the County acknowledges that by operation of law, the Project and all associated transmission facilities are deemed to be substantially in accord with the Lunenburg County Comprehensive Plan and no additional review of the solar facilities is required by the Lunenburg County Planning Commission or Board of Supervisors as may be required under Virginia Code Ann. § 15.2-2232.

Article VI

MISCELLANEOUS TERMS

6.1 **Term; Termination.** This Agreement will commence on the Effective Date and shall continue until the Termination Date. The Developer will have no obligation including

payments after the Termination Date. The expiration or termination of this Agreement will not limit the Developer's legal obligation to pay the Solar Revenue Share or other local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.

6.2 **Mutual Covenants.** 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 Developer is not in breach of this Agreement during its term, the County covenants to Developer that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

6.3 **No Obligation to Develop.** It is understood that development of the Project by Developer 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 Developer to terminate, defer, suspend or modify plans to develop the Project will be deemed a default of Developer under this Agreement.

6.4 **Removal of Property.** The County acknowledges that the final design of the Project will occur at a later date. Based on final design, the Developer shall have the right to remove parcels from the Project without the consent of the County. Property that is not included in the Project will be considered withdrawn from this Agreement without the need for further action by the Parties. The withdrawal of any parcels from this Agreement shall not affect the Developer's obligations under this Agreement.

6.5 **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will be covenants running with the Property upon which the Project is developed. Developer shall not sell, transfer, assign all or substantially all of its interest in the Project or the ownership of Developer, without the consent of the Board of Supervisors provided that the Board of Supervisors shall not unreasonably withhold, condition, or delay consent without good cause. If the Board of Supervisors has given consent and Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of Developer, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Such assumption, sale, transfer, lease or assignment will relieve Developer of all obligations and liabilities under this Agreement that accrue from and after the date of sale or transfer, and the purchaser or transferee will automatically become responsible therefor under this Agreement. Developer will execute such documentation as reasonably requested by the County to memorialize the assignment and assumption by the purchaser or transferee. Notwithstanding the foregoing, Board of Supervisor consent is not required for any collateral assignment any Project assets in connection with the financing of the Project.

6.6 **Memorandum of Agreement.** A memorandum of this Agreement, in a form acceptable to the County Attorney, will be recorded in the land records of the Clerk's Office of the Circuit Court of the County of Lunenburg, Virginia at Developer's sole cost and expense and will occur as soon as reasonably practicable after the full execution of this Agreement. If Developer chooses to not develop the Project, in its sole discretion, the County will execute a release of the memorandum filed in the aforementioned Clerk's Office.

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

If to the County:

Lunenburg County, Virginia
County Administration
11413 Courthouse Road
Lunenburg, Virginia 23952
Attn: County Administrator

With a copy to:

Frank F. Rennie IV
County Attorney
1930 Huguenot Road
Richmond, Virginia 23235

If to the Developer:

Dogwood Lane Solar, LLC
Apex Clean Energy Holdings, LLC
c/o Charlie Johnson
120 Garrett Street, Suite 700
Charlottesville, VA 22902

With a copy to:

Matthew L. Gooch, Esq.
ReisingerGooch, PLC
1108 E. Main Street, Suite 1102
Richmond, Virginia 23219

The County and Developer, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

6.8 **Governing Law; Jurisdiction; Venue.** THIS AGREEMENT WILL 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 WILL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF LUNENBURG 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 WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

6.9 Confidentiality.

a. This Agreement, once placed on the docket for consideration by the Lunenburg County Board of Supervisors, is a public document, subject to production under the Freedom of Information Act (FOIA).

b. Notwithstanding the foregoing subparagraph, the County understands and acknowledges Developer, and as applicable, its associates, contractors, partners and affiliates use 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 Developer 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, Developer may share 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.

6.10 **Severability; Invalidity Clause.** Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable will be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions will 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 will, subject to any necessary County vote or procedure, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions lawful, valid and enforceable. If the Parties are unable to do so, this Agreement will 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.

6.11 Entire Agreement. In accordance with Virginia Code Ann. § 15.2-2316.9(B), and as acknowledged and agreed to by the parties, the terms of this Agreement shall control over the Ordinance or any other County ordinance(s) and/or regulation(s) that may be inconsistent with the terms of this Agreement, including any ordinances, regulations, policies, and/or guidelines which are inconsistent with the taxation, design, construction, operation and/or maintenance of the Project or elsewhere in the CUP. In the event that the County assesses any tax on the Project due to change in law, order of court, or otherwise, the Solar Revenue Share obligation herein shall terminate and the Project shall thereafter be assessed and taxed in accordance with County tax regulations and applicable law. This Agreement and any schedules or exhibits that are incorporated herein constitute the entire agreement and supersede 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. However, the County may decide at any time to appropriate the revenue provided in this Agreement on an annual basis or for capital projects as provided herein, without the written approval of Developer.

6.12 Force Majeure.

a. “Force Majeure Event” means the occurrence of:

(i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;

(ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of the solar facility, as for example but not in limitation, the interruption in the supply of replacement solar panels, and which is not attributable to any unreasonable action or inaction on the part of Developer or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

(iii) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for that are materially worse than those encountered in the County during the twenty (20) years prior to the Effective Date;

(iv) tempest, earthquake, or any other natural disaster; disruption of operations to the extent that all or a substantial portion thereof it unable to generate electricity sufficient to meet Developer’s payment obligations hereunder;

(v) discontinuation of electricity supply, or unanticipated termination of a power purchase agreement;

(vi) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected

party cannot avoid even by using its best efforts, including quarantines ordered by competent governmental authority in the event of a public health emergency, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

b. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

c. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it will submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

d. Developer will, and will ensure that its representatives will, at all times take all reasonable steps within their respective powers and consistent with industry practices (but without incurring unreasonable additional costs) to:

- (i) prevent Force Majeure Events affecting the performance of Developer's obligations under this Agreement;
- (ii) mitigate the effect of any Force Majeure Event; and
- (iii) comply with its obligations under this Agreement.

e. The Parties will consult together in relation to the above matters following the occurrence of a Force Majeure Event.

f. Should paragraph (a) apply as a result of a single Force Majeure Event for a continuous period of more than 180 days then the parties must endeavor to agree any modifications to this Agreement that are equitable having regard to the nature of the ability of Developer to continue to meet its financial obligations to the County.

6.13. **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 will have any right, benefit, priority or interest in, under or because of the existence of, this Agreement.

6.14. **Construction.** This agreement was drafted jointly with the mutual input by the County and Developer and no presumption will exist against any Party.

6.15. **Counterparts; Electronic Signatures.** This Agreement may be executed simultaneously in any number of counterparts, each of which may be deemed to be an original, and all of which may 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 may be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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.

DOGWOOD LANE SOLAR, LLC

By: Apex Clean Energy Finance, LLC
Its: Sole Member

By: Apex GBR, LLC
Its: Sole Member

By: Apex Clean Energy Holdings, LLC
Its: Manager

By: _____
Name: Ken Young
Title: COO

LUNENBURG COUNTY, VIRGINIA

By: _____
Name: Charles R. Slayton
Title: Chairman, Board of Supervisors

By: _____
Name: Dr. Frank W. Bacon
Title: Vice-Chairman, Board of Supervisors

Approved as to form:

By: _____
Name: Frank F. Rennie IV
Title: County Attorney

**SCHEDULE A
CUP Conditions**

See attached