

Sweetleaf Solar LLC
Application for a Certificate of Public Convenience and Necessity for a Merchant Plant
Docket No. EMP-111, Sub 0
Schedules

Schedule 1 – Limited Liability Articles of Organization

Schedule 2 – Organizational Chart

Schedule 3 – Balance Sheet and Income Statement for Geenex Solar ***CONFIDENTIAL***

Schedule 4 – Estimated Construction Costs ***CONFIDENTIAL***

Schedule 5 – Site Plan

Schedule 6 – Certificate of Zoning Compliance and CUP Approval

Schedule 7 – Decommissioning Plan

Schedule 8 – Chart of Renewables Offtake Projections

Sweetleaf Solar LLC
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Docket No. EMP-111, Sub 0

Schedule 1

State of North Carolina
Department of the Secretary of State

Limited Liability Company
 ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Sweetleaf Solar LLC
 (See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)
- Juergen Fehr, Organizer 2410 Valencia Terrace, Charlotte NC, 28226
Geenex Solar LLC, Member/Organizer

3. The name of the initial registered agent is: Juergen Fehr
4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 2410 Valencia Terrace
 City Charlotte State: NC Zip Code: 28226 County: Mecklenburg

5. The mailing address, if different from the street address, of the initial registered agent office is:

Number and Street _____
 City _____ State: NC Zip Code: _____ County: _____

6. Principal office information: (Select either a or b.)

a. ☐ The limited liability company has a principal office.

The principal office telephone number: _____

The street address and county of the principal office of the limited liability company is:

Number and Street _____
 City _____ State: _____ Zip Code: _____ County: _____

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street _____

City _____ State: _____ Zip Code: _____ County: _____

b. ☒ The limited liability company does not have a principal office.

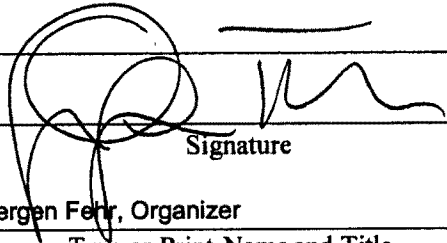
7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. (Optional): Please provide a business e-mail address: Privacy Redaction
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.



9. These articles will be effective upon filing, unless a future date is specified:

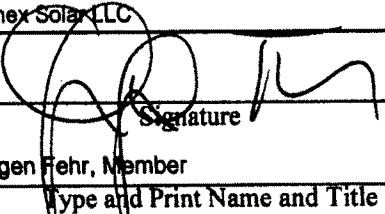
This is the 1 day of August, 20 15.



Signature
Juergen Fehr, Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Geenex Solar LLC


Signature
Juergen Fehr, Member

Type and Print Name and Title

Signature

Type and Print Name and Title

Signature

Type and Print Name and Title

Signature

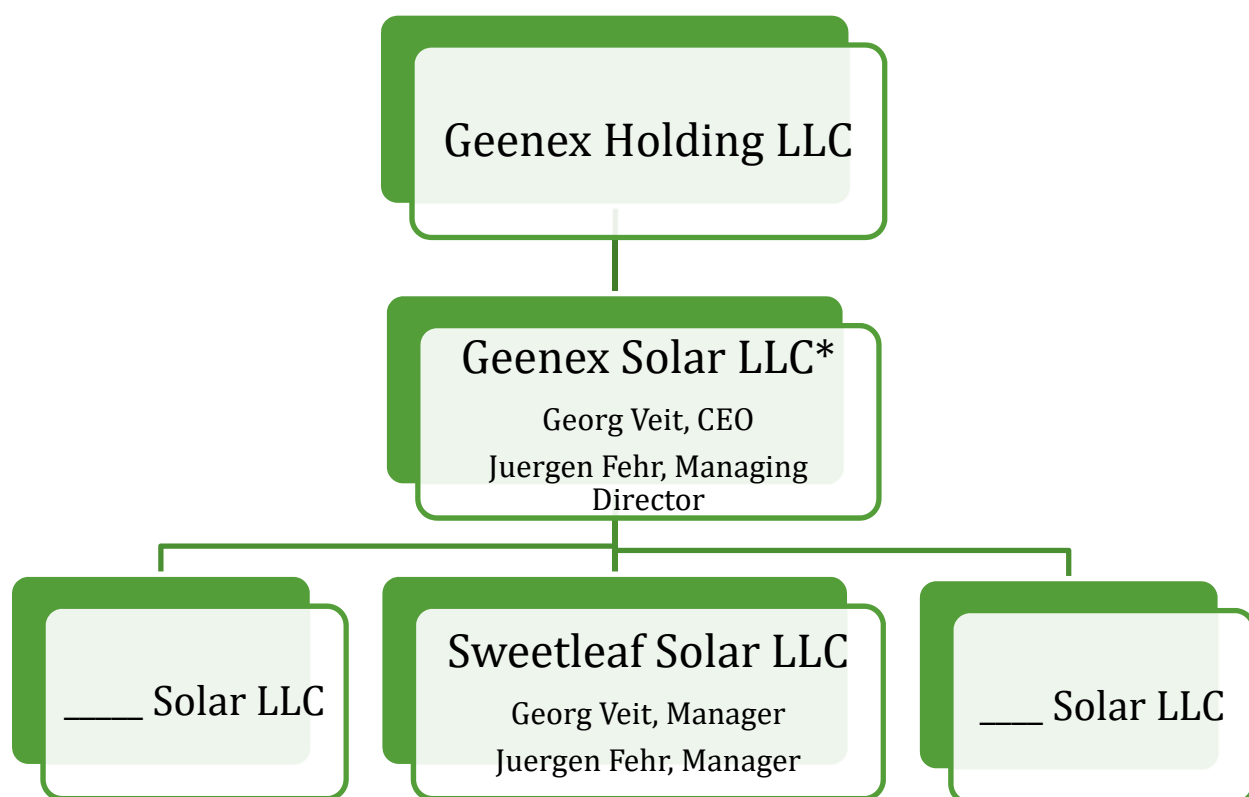
Type and Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

Sweetleaf Solar LLC
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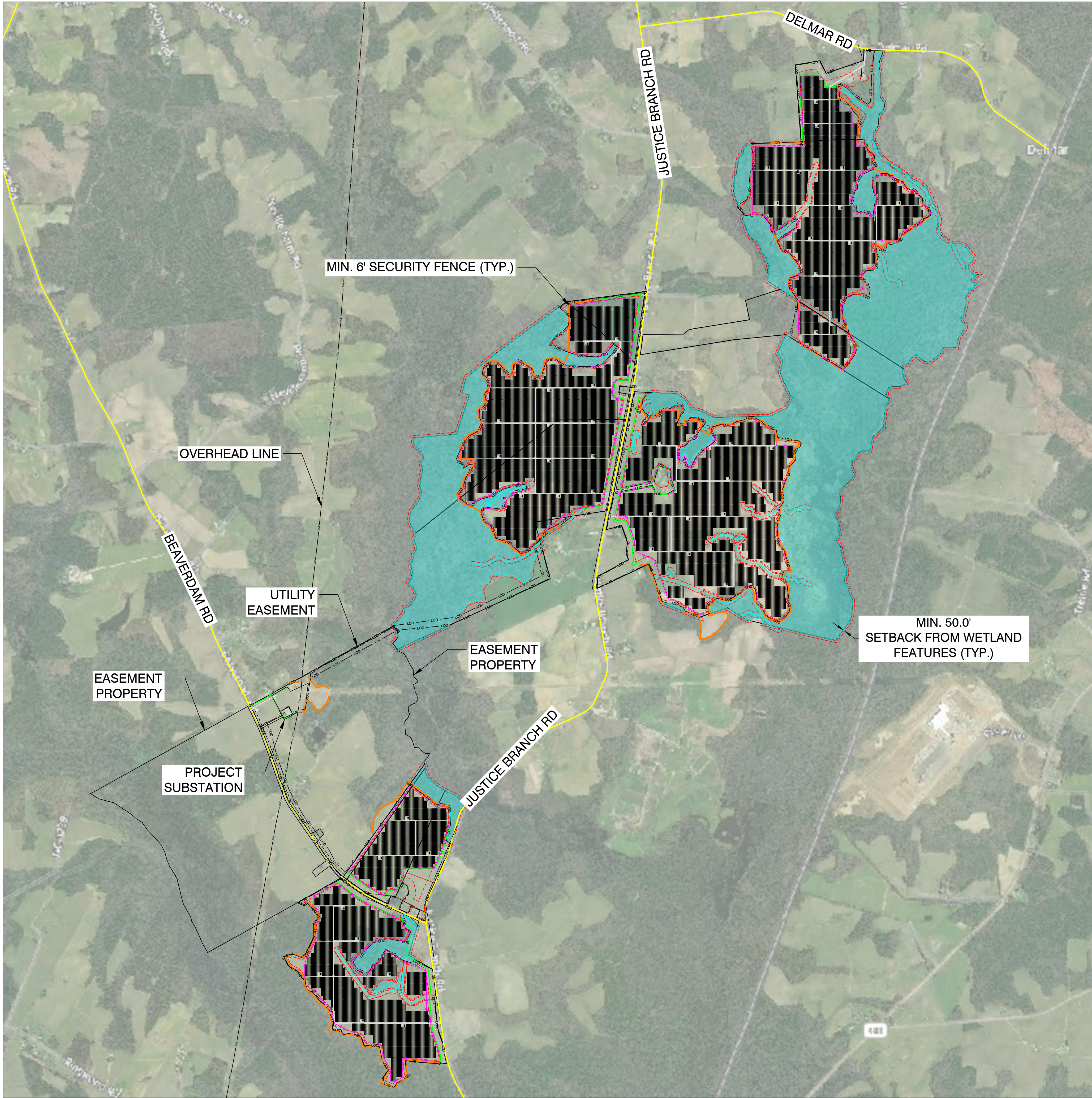
Schedule 2



* Geenex Solar LLC is the parent of the several special purpose project companies in addition to Sweetlead Solar LLC.

Sweetleaf Solar LLC
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Schedule 5



PROJECT DETAILS	
SWEETLEAF SOLAR	
SYSTEM SIZE AC @ POI	94,000.00 kW *
INVERTER RATING	3,200 kW
TOTAL INVERTER QTY	45
RACKING	HSAT
TILT ANGLE	0°
AZIMUTH	180°
INTER-ROW SPACING	19.83'
PITCH	26.44'
GCR	25%
AVAILABLE PROPERTY AREA	2,297.43 ACRES
FENCED AREA	1,190.77 ACRES
* OUTPUT CONTROLLED BY PLANT CONTROLLER	

LEGEND	
	78 MODULE TRACKER ROW
	52 MODULE TRACKER ROW
	EQUIPMENT RACK (TYP. OF 45) (1) INVERTER, (1) MV TRANSFORMER
	MIN. 6' SECURITY FENCE
	PARCEL LINE
	SETBACK
	EXISTING VEGETATION
	VEGETATIVE BUFFER
	(E) PUBLIC ROAD
	OVERHEAD LINE
	UTILITY EASEMENT
	20' GRAVEL ACCESS ROAD
	POTENTIAL WETLAND
	LIMIT OF DISTURBANCE (LOD)
	DO NOT DISTURB AREA

- NOTES:
- EXISTING SITE GRADES AND DRAINAGE PATTERNS SHALL BE MAINTAINED.
 - MINIMUM 50' SETBACK FROM ALL WETLANDS FEATURES SHALL BE MAINTAINED.
 - FINAL DETERMINATION OF JURIDITIONAL WETLANDS SUBJECT TO US ARMY COE APPROVAL. PANEL PLACEMENT AND CONSTRUCTION WILL COMPLY WITH ALL FEDERAL AND STATE WATER QUALITY / WETLANDS PERMITTING REQUIREMENTS. FINAL PANEL PLACEMENT SUBJECT TO CHANGE WITHIN LIMIT OF DISTURBANCE (LOD) LINE DEPICTED ON SITE PLAN.



DESIGN + ENGINEERING

1400 Shattuck Avenue, Suite 3
Berkeley, California 94709



SWEETLEAF SOLAR

JUSTICE BRANCH RD, ENFIELD,
NC 27823, USA

36.232520°N
77.659732°W

0	PRELIMINARY	05/22/20
REV. NO	DESCRIPTION	DATE

SHEET TITLE:

PRELIMINARY LAYOUT

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SOLVIDA

DESIGN + ENGINEERING

1400 Shattuck Avenue, Suite 3
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geenex

SWEETLEAF SOLAR

JUSTICE BRANCH RD, ENFIELD,
NC 27823, USA

36.232520°N
77.659732°W

0	PRELIMINARY	05/22/20
REV. NO	DESCRIPTION	DATE

SHEET TITLE:

SITE PLAN

PROJ. MGR.

DRAWN BY:
LR

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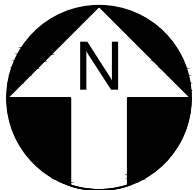
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SDE

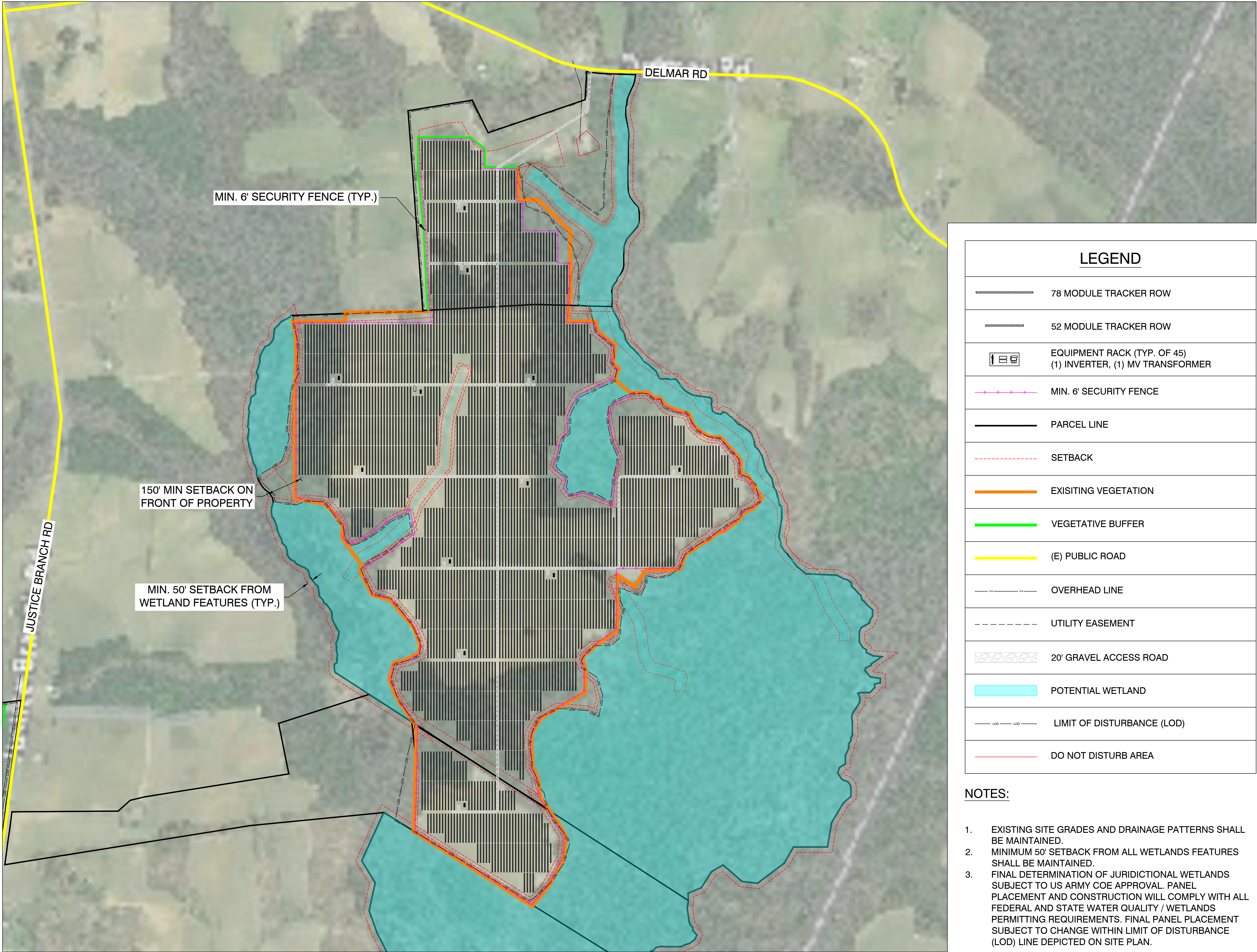
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05/22/20

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LEGEND

78 MODULE TRACKER ROW

52 MODULE TRACKER ROW

EQUIPMENT RACK (TYP. OF 45)
(1) INVERTER, (1) MV TRANSFORMER

MIN. 6' SECURITY FENCE

PARCEL LINE

SETBACK

EXISTING VEGETATION

VEGETATIVE BUFFER

(E) PUBLIC ROAD

OVERHEAD LINE

UTILITY EASEMENT

20' GRAVEL ACCESS ROAD

POTENTIAL WETLAND

LIMIT OF DISTURBANCE (LOD)

DO NOT DISTURB AREA

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SOLVIDA

DESIGN + ENGINEERING

1400 Shattuck Avenue, Suite 3
Berkeley, California 94709

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SWEETLEAF SOLAR

JUSTICE BRANCH RD, ENFIELD,
NC 27823, USA

36.232520°N
77.659732°W

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REV. NO	DESCRIPTION	DATE

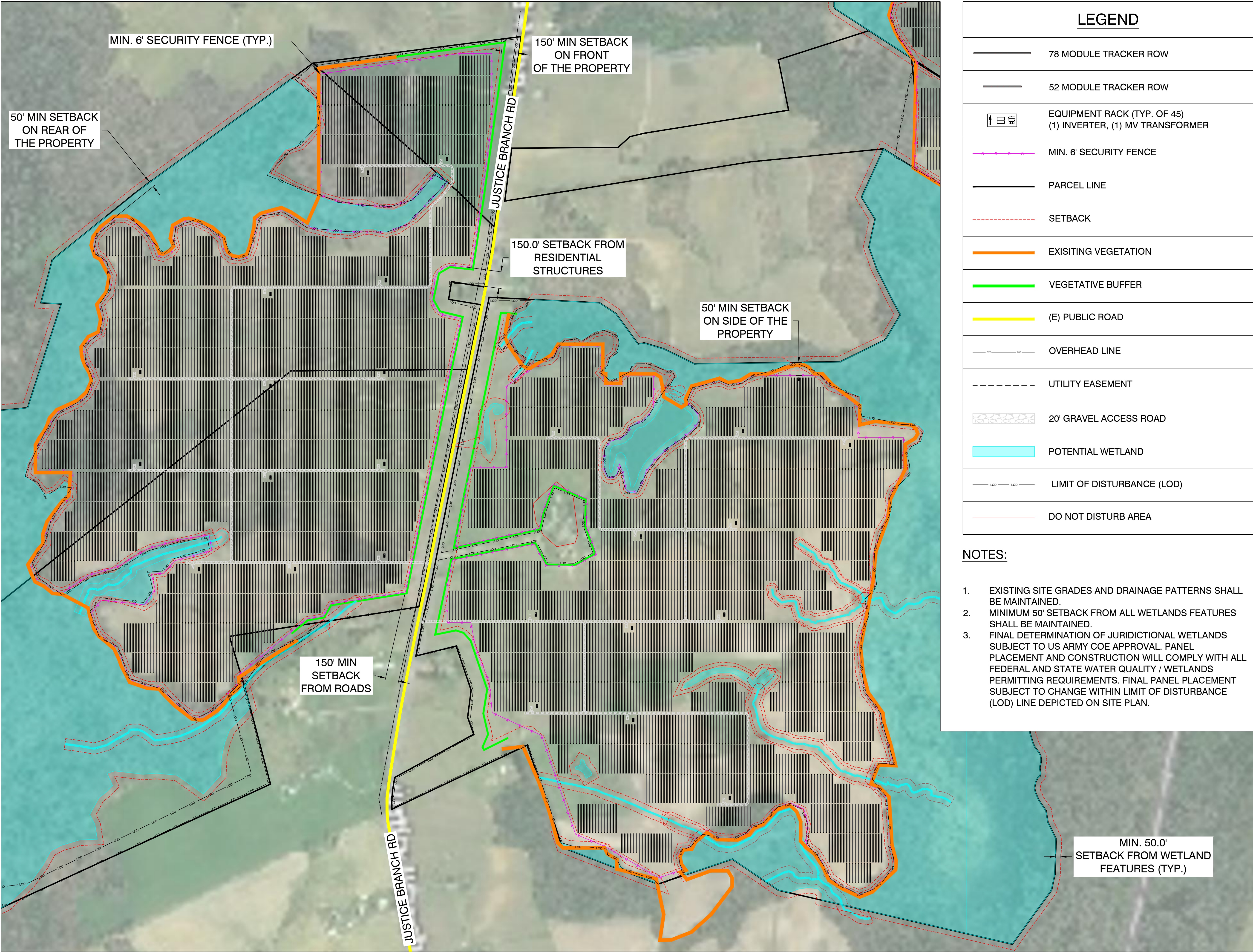
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LEGEND

	78 MODULE TRACKER ROW
	52 MODULE TRACKER ROW
	EQUIPMENT RACK (TYP. OF 45) (1) INVERTER, (1) MV TRANSFORMER
	MIN. 6' SECURITY FENCE
	PARCEL LINE
	SETBACK
	EXISTING VEGETATION
	VEGETATIVE BUFFER
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	OVERHEAD LINE
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	LIMIT OF DISTURBANCE (LOD)
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DESIGN + ENGINEERING

1400 Shattuck Avenue, Suite 3
Berkeley, California 94709



SWEETLEAF SOLAR

JUSTICE BRANCH RD, ENFIELD,
NC 27823, USA

36.232520°N
77.659732°W

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REV. NO	DESCRIPTION	DATE

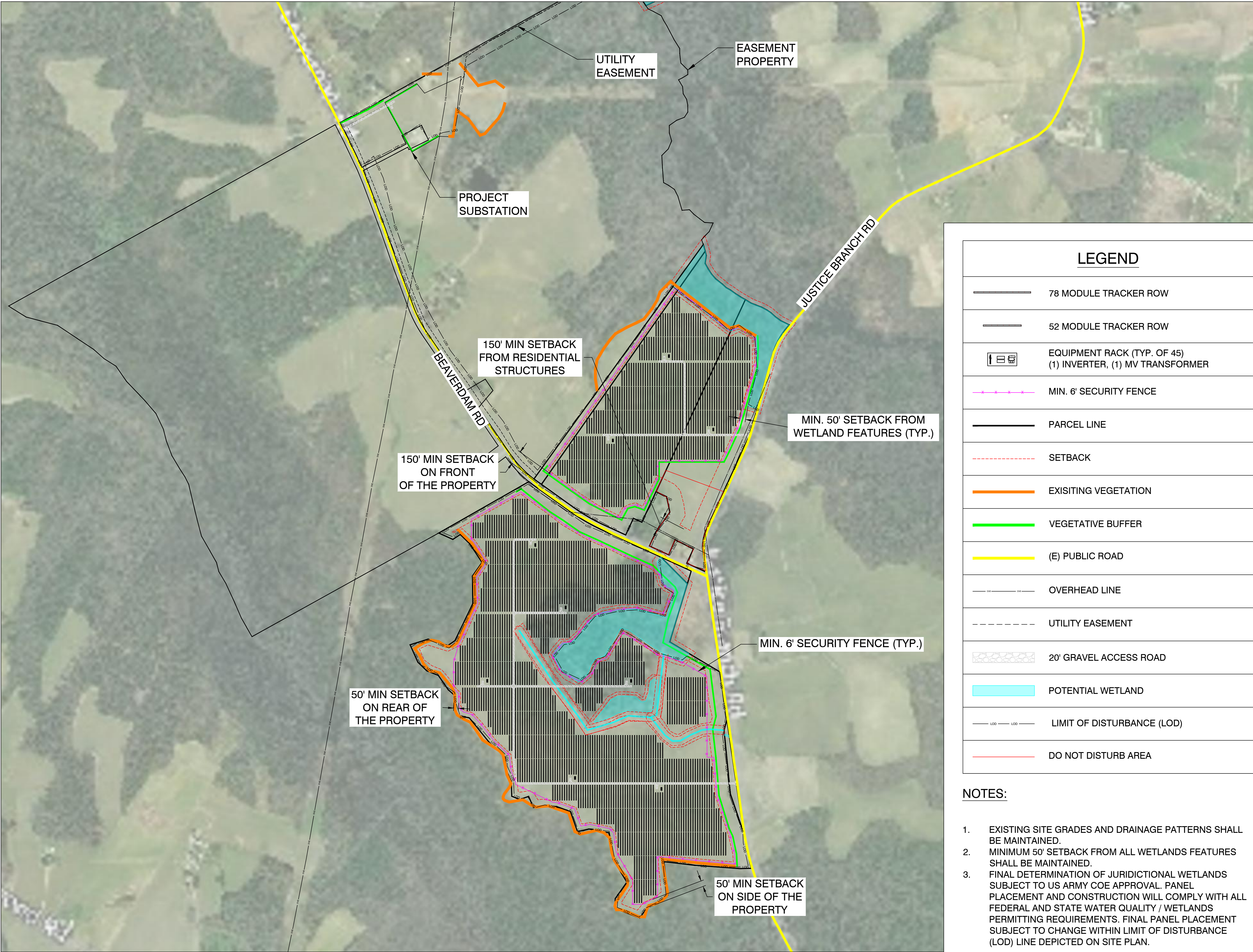
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DETAIL LAYOUT

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DRAWN BY: LR	CHECKED BY:	SCALE: AS SHOWN

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LEGEND	
	78 MODULE TRACKER ROW
	52 MODULE TRACKER ROW
	EQUIPMENT RACK (TYP. OF 45) (1) INVERTER, (1) MV TRANSFORMER
	MIN. 6' SECURITY FENCE
	PARCEL LINE
	SETBACK
	EXISTING VEGETATION
	VEGETATIVE BUFFER
	(E) PUBLIC ROAD
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DESIGN + ENGINEERING

1400 Shattuck Avenue, Suite 3
Berkeley, California 94709



SWEETLEAF SOLAR

JUSTICE BRANCH RD, ENFIELD,
NC 27823, USA

36.232520°N
77.659732°W

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REV. NO	DESCRIPTION	DATE

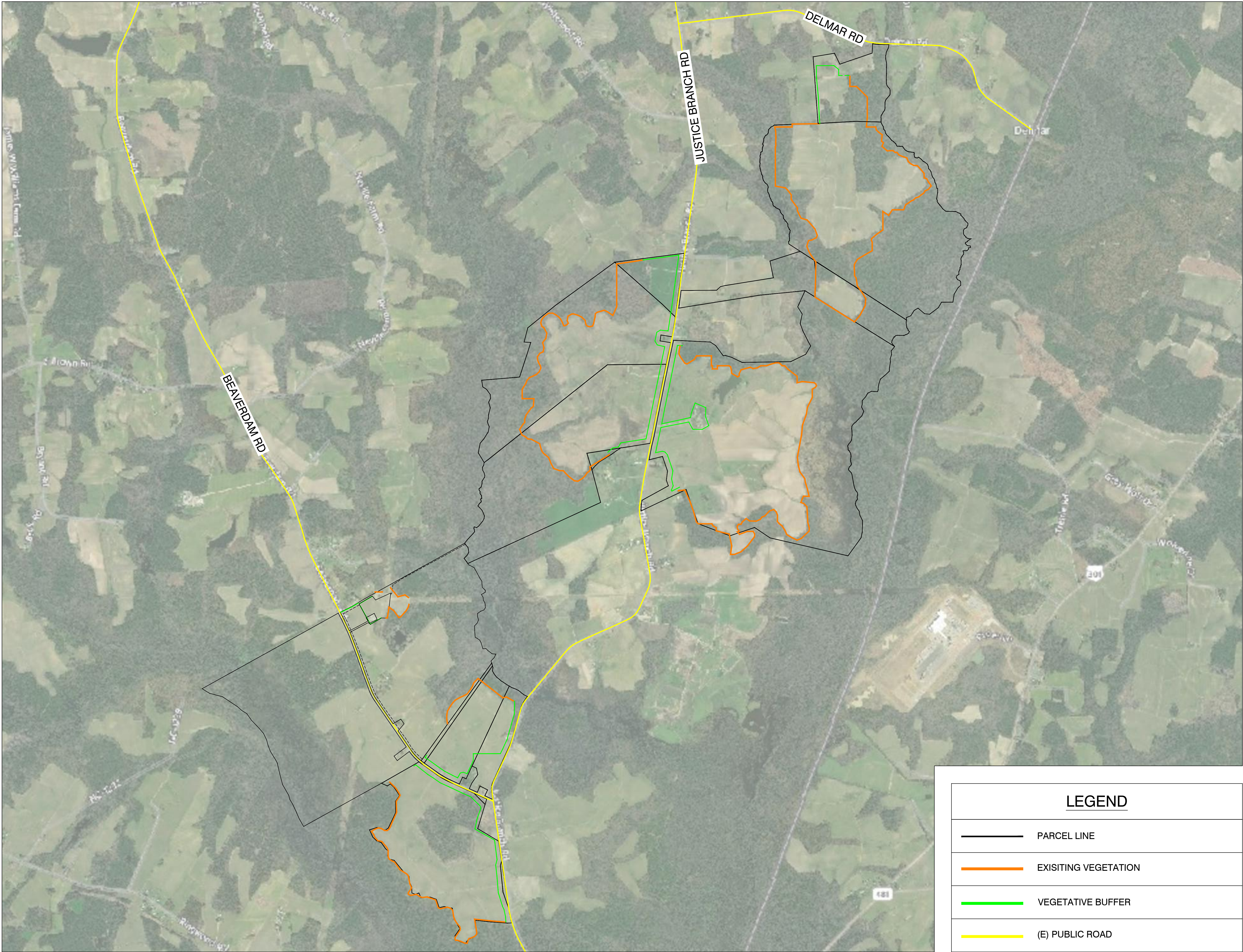
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DETAIL LAYOUT

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LEGEND	
<div></div>	PARCEL LINE
<div></div>	EXISTING VEGETATION
<div></div>	VEGETATIVE BUFFER
<div></div>	(E) PUBLIC ROAD

SOLVIDA

DESIGN + ENGINEERING

1400 Shattuck Avenue, Suite 3
Berkeley, California 94709

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SWEETLEAF SOLAR

JUSTICE BRANCH RD, ENFIELD,
NC 27823, USA

36.232520°N
77.659732°W

0	PRELIMINARY	05/22/20
REV. NO	DESCRIPTION	DATE

SHEET TITLE:

VEGETATIVE
SCREENING LAYOUT

PROJ. MGR.	PROJ. ENGR. SDE	DATE: 05/22/20
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PV-100D

Sweetleaf Solar LLC
Application for a Certificate of Public Convenience and Necessity for a Merchant Plant
Docket No. EMP-111, Sub 0

Schedule 6



HALIFAX COUNTY

CERTIFICATE OF ZONING COMPLIANCE

P.O. BOX 69, HALIFAX, NC 27839
PHONE # (252)583-1082 FAX # (252)583-2735

(Article V, Section 501 – Halifax County Zoning Ordinance)

GENERAL DATA: APP # 9995

CERTIFICATE NO.: 13645

Application Date: 07/23/2019

Previous Certificate No.:

Applicant: SWEETLEAF SOLAR LLC
7804-C FARVIEW ROAD #257
CHARLOTTE, NC 28226
704-608-4947

Owner: MULTIPLE PROPERTY OWNERS
SEE ATTACHED LIST

Contractor:

Location : JUSTICE BRANCH RD, DELMAR RD & BEAVERDAM RD
VARIOUS ADDRESSES – TBD

Parcel Id Number:
SEE TTACHED LIST

Tax Map Number

Lot Number:

Alt. Parcel Number

SITE DATA: Zoning District: RA – RESIDENTIAL / AGRICULTURE
Permit(s) : CUP, ZONING, BLDG/ELECTRICAL, FED/STATE AGENCIES

Description : CONSTRUCT & OPERATE A LEVEL 3 SOLAR ENERGY SYSTEM
Existing Use : FARMLAND & TIMBER
Proposed Use: SWEETLEAF SOLAR LLC – LEVEL 3 SOLAR ENERGY SYSTEM – 94 Mw

**SETBACK
REQUIREMENTS**

Principle Structure

FRONT: 40.00
REAR: 30.00
LEFT SIDE: 15.00
RIGHT SIDE: 15.00

Accessory Structure

FRONT: 40.00
REAR: 30.00
LEFT SIDE: 15.00
RIGHT SIDE: 15.00

Lot Size in sq. ft./Acres : 1,250± ACRES

Is lot located in 100 yr floodplain : NO

****Is lot located in watershed area: NO**

**FEMA Panel No.: 3703273889J,
3899J, 3980J, 3990J, 3991J, 4901J
Watershed Area : N/A**

Source of Water : N/A

Will structure be in R-O-W : NO

Type of Sewer Disposal: N/A

Right of Way : PUBLIC

Is this a subdivision or part thereof: NO

Type : N/A

No. of Lots:

Does lot have proper access: YES

**** Will you be disturbing (grading) one (1) acre or more of land: YES**

HALIFAX COUNTY

CERTIFICATE OF ZONING COMPLIANCE

(Article V, Section 501 – Halifax County Zoning Ordinance)

NO PERMIT SHALL BE ISSUED UNTIL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS ARE GRANTED. THESE PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, DRIVEWAY PERMIT (NCDOT); SOIL EROSION CONTROL PERMIT (NC DEPT. OF ENVIRONMENTAL HEALTH).

ONLY ONE (1) PRINCIPLE STRUCTURE IS PERMITTED PER LOT. (Article III, Section 1203.02 of the Halifax County Zoning Ordinance.)

** If lot is within the 100 year floodplain, Volume I, Chapter XXXIV, Section 3408, of the North Carolina Building Code will have to be complied with.

** If one (1) acre or more of land is being disturbed, a permit from the Division of Land Resources will have to be obtained. (919) 571-4700.

IF YOU HAVE QUESTIONS CONCERNING THE ZONING DISTRICT THAT YOUR PROPERTY IS LOCATED, THE SETBACK REQUIREMENTS OR ANY OTHER QUESTIONS/CONCERNING THIS PERMIT, PLEASE ASK NOW OR CALL LATER. (252) 583-1082. BE SURE THAT THE STRUCTURE COMPLIES WITH THE SETBACK REQUIREMENTS AS STATED HEREIN. (THIS HAS TO DO WITH THE DISTANCES OF THE STRUCTURE FROM THE PROPERTY LINES.)

I HEREBY CERTIFY THAT THE INFORMATION HEREIN IS CORRECT TO THE BEST OF MY KNOWLEDGE. THIS PERMIT SHALL EXPIRE UNLESS THE WORK AUTHORIZED IN IT IS BEGUN WITHIN TWELVE (12) MONTHS FROM THE DATE OF ISSUANCE.

ON FILE

(Applicant Signature)

Date: 08/16/2019

Application: APPROVED

Date: 08/16/2019

Inspector: CDR

PLEASE BE SURE THAT WHOEVER WILL BE RESPONSIBLE FOR SETTING UP YOUR MOBILE HOME OR BUILDING YOUR STRUCTURE IS AWARE OF THE SETBACK REQUIREMENTS AND UNDERSTANDS THE SAME. IF THERE ARE QUESTIONS PLEASE CALL. DO NOT ASSUME THAT SOMEONE KNOWS THIS INFORMATION.

Comments: CUP #2019-10 APPROVED BY BOA ON 8-13-19 SUBJECT TO CONDITIONS

Ch-D. Roth

Inspector name

Zoning Department

- 1- Original Certificate to: Zoning Department.
- 2- Copy of Certificate to Health Department (If Applicable) take by applicant.
- 3- Copy of Certificate to Building Inspector.
- 4- Copy of Certificate to the Applicant



Halifax County

Planning & Development Services

PO Box 69 - 15 W. Pittsylvania Street, Halifax, NC 27839

(252) 583-1082 Planning & Zoning (252) 583-4891 Building Inspections

(252) 583-2288 E911 Addressing (252) 583-2735 Fax

August 15, 2019

Sweetleaf Solar, LLC
7804-C Fairview Road, #257
Charlotte, NC 28226

Re: Conditional Use Permit #2019-10

Dear Ms. Price:

On August 13, 2019, the Board of Adjustment approved your Conditional Use Permit to construct and operate a Level 3 Solar Energy System along Justice Branch Road, Delmar Road and Beaverdam Road, just north of the Town of Enfield. The properties involved in the project are identified as parcels #04-03582, #04-03782, #04-05674, #04-01906, #04-03638, #04-01905, #04-05307, #04-02186, #04-01945, #04-01944, #04-01943, #04-02838 & #04-01314 containing 1,250 ± acres and located in the Enfield Township.

The conditions approved by the Board for the request are as follows:

1. All federal, state, and local regulations and requirements shall be complied with.
2. Vegetative screening with landscape buffers for the project shall conform to Section 46-43 of the Solar Energy Systems ordinance. The screening shall be maintained for the entire period the property is used as a solar farm.
3. The applicant shall submit final site and construction plans for the Sweetleaf Solar project to the Planning & Development department for approval prior to construction.
4. Sweetleaf Solar shall submit a final decommissioning plan with updated cost estimate, signed by all property owners and Sweetleaf Solar and recorded in the Register of Deeds prior to issuance of any construction related permits for the project.

A Zoning Permit is enclosed for the proposed project. In addition, please contact the Building Inspector at #252-583-4891 for submittal of the required site & construction plans.

If you have any questions, please contact our office at (252) 583-1082.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris D. Rountree". The signature is stylized with a large "C" and "R".

Chris D. Rountree, Director
Planning and Development Services

CONDITIONAL USE PERMIT HALIFAX COUNTY

THIS SIGNIFIES THAT THIS LAND AND / OR BUILDING, LOCATED IN THE RA – Residential / Agriculture DISTRICT, Enfield TOWNSHIP, HAS BEEN APPROVED BY THE HALIFAX COUNTY BOARD OF ADJUSTMENT TO BE USED IN ACCORDANCE WITH THE CONDITIONS LISTED BELOW:

Applicant: Sweetleaf Solar, LLC

Name of Business: Sweetleaf Solar, LLC

Address: 7804-C Fairview Road, #257, Charlotte, NC 28226

Property Owners: see attached list

Address: see attached list

Location of Property: Justice Branch Road, Delmar Road & Beaverdam Road, Enfield, NC 27839 – Parcel #04-03582, #04-03782, #04-05674, #04-01906, #04-03638, #04-01905, #04-05307, #04-02186, #04-01945, #04-01944, #04-01943, #04-02838 & #04-01314

Request: To construct & operate a Level 3 Solar Energy System – 94 Mw

Condition(s) of Approval: (See attached sheet)

Approval Date: August 13, 2019



Zoning Administrator

If at any time after a conditional use permit has been issued, the Board of Adjustment finds that the conditions imposed and agreements made have not been or are not being fulfilled by the holder of a conditional use permit, the permit shall immediately be revoked and the operation of such a use discontinued. Violations of such conditions, when made part of the ordinance and punishable under Section 907 thereof. If a conditional use permit is terminated for any reason, it may be reinstated only after a public hearing is held. **THIS PERMIT SHALL BE RETURNED TO THE ZONING ADMINISTRATOR'S OFFICE WHEN THE BUSINESS IS TERMINATED.**

Exhibit A: Sweetleaf Solar

Landowner contact and parcel information

Land Owner	Parcel No. (s)	Acres	C/O	Phone	Address
B.R. & S.K. Taylor Farms, Inc	0403582	244	Bobby R. Taylor	(252) 903-9646	P O BOX 205 ENFIELD NC 27823
Billy Ray Batchelor	0403782, 0405674, 0401906, 0403638	616.947	Billy Ray Batchelor	(252) 445-2153	P O BOX 306 ENFIELD NC 27823
Christopher Jon Morris & Lisa M. Rives	0401905	644.360	Christopher Jon Morris	(252) 886-1863	3930 JUSTICE BRANCH RD. ENFIELD NC 27823
Lindsey Price Harrison, Jr. & William Gibbon Harrison	0405307	101.02	Lindsey Price Harrison, Jr.	(252) 903-5043	220 HUNTER ST ENFIELD NC 27823
Michael A. Hedgepeth	0402186	671.785	Michael A. Hedgepeth	(252) 308-7409	10680 JUSTICE BRANCH RD HALIFAX NC 27839
Otto Mayo Neville, Heirs	0401945, 0401944, 0401943	120.94	Joyce N. Cuthrell	(252) 903-5130	5043 Beaverdam Rd Enfield, NC 27823
Robert Whitaker	0402838, 0401314	495.81	Robert Whitaker	(252) 450-5045	3281 LOOP RD. ENFIELD NC 27823

Sweetleaf Solar LLC
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Schedule 7



TO: Chris Rountree
Halifax County Planning & Zoning

FROM: Kara W. Price
Sweetleaf Solar, LLC 

DATE: July 24, 2019

RE: Clarification of Decommissioning Surety

Below is the section pulled from Sweetleaf Solar's Decommissioning Plan addressing the Cost Estimate calculation. Per your request, I have inserted our submitted Decommissioning Cost Estimate into the calculation provided and further detailed how the Decommissioning Security will be addressed.

3.1 Cost Estimate:

Sweetleaf Solar LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a North Carolina Licensed Engineer, shall be updated, finalized and executed prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning on all Parcels of the Project as set forth in Section 2 above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre, which shall be increased every five years based on an assumed 2.5% annual inflation rate compounded, and the increased amount shall be deposited in escrow pursuant to the escrow agreement or the surety bond or letter of credit provided as the Decommissioning Security (the "**Minimum Decommissioning Security**").

\$3,756,514.24 (gross costs to decommission) + 375,651.42 (additional 10% contingency) =
\$4,132,165.66 (Decommissioning Cost)

\$6,608,972.73 (Salvage Value) - \$660,897.27 (10% reduction) =
\$5,948,075.46 (Salvage Credit)




$\$4,132,165.66$ (Decommissioning Cost) - $\$5,948,075.46$ (Salvage Credit) =
(-) $\$1,815,909.80$

Sweetleaf Solar's Decommissioning Cost Estimate therefore reflects a negative cost estimate for decommissioning due to the salvage value. However, Sweetleaf Solar has agreed to provide a Minimum Decommissioning Security equal to \$500 per acre of the final acreage included in the project upon submission of the building permit application.

Please let me know if you have any additional questions or need any further clarification.



TO: Chris Rountree
Halifax County Planning & Zoning

FROM: Kara W. Price
Sweetleaf Solar, LLC 

DATE: July 24, 2019

RE: Sweetleaf Solar Decommissioning Language in
Solar Ground Lease Agreements

The project's decommissioning is addressed within the Solar Ground Lease Agreements under Section 16. Termination of Lease. The wording that is included in all the lease agreements for the Sweetleaf Solar participating landowners listed in Exhibit A is provided below:

16. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on the actual number of days in such extension divided by seven hundred thirty (730). Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit E and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

7/25/19

Sweetleaf Solar LLC

Preliminary Decommissioning Plan

Submitted July 25, 2019

To be updated prior to issuance of Halifax County building permit.

1. INTRODUCTION

1.1 Project Background

Sweetleaf Solar LLC is a 94 MW AC solar photovoltaic energy generation facility proposed on approximately 1,250 acres in Halifax County, North Carolina. The solar photovoltaic power array owned by Sweetleaf Solar LLC, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from a Utility/Commercial-Industrial Consumer. It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment with Landlord's consent, or it will be decommissioned and removed from the site in accordance with this plan; Sweetleaf Solar LLC shall be responsible for decommissioning the Project as described herein. The Project is located on separate parcels as described on Exhibit A (the "**Parcels**").

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide to Halifax County (the "**County**") the requisite financial surety to guarantee the decommissioning of the Project for the benefit of the Parcels and their owners, as required by the Halifax County Solar Energy Systems Ordinance, Chapter 46, Article III ("**Solar Ordinance**") adopted on July 8, 2019.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Sweetleaf Solar LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the Parcels that were changed under the Project's Conditional Use Permit to be returned to their original use classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Sweetleaf Solar LLC will provide documentation to process the appropriate permits in accordance with and comply with all relevant county, state and federal statutes, rules and regulations in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life on a Parcel, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas on the respective Parcel being decommissioned; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below. The Project on a decommissioned Parcel shall be decommissioned as follows:

- **Modules:** The modules will be removed by hand and placed in a truck to be removed from the Project and decommissioned Parcel and retuned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away from the decommissioned Parcel in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and their racks will be removed by hand and loaded on trucks for recycling in compliance with sections 2.4 and 2.5 and removed from the decommissioned Parcel.
- **Transformers:** Transformers will be removed in compliance with sections 2.4 and 2.5 and then loaded on to a truck with a crane and sent for recycling off the decommissioned Parcel.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the owner of the decommissioned Parcel provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the decommissioned Parcel will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the decommissioned Parcel to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

Per the Halifax County Solar Ordinance, Sweetleaf Solar LLC shall have 12 months to complete decommissioning of the facility if no energy is generated for a continuous period of 12 months. For purposes of this section, this 12-month period shall not include delay resulting from force majeure.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler. Per the Solar Ordinance, no system components will be received or handled at any solid waste disposal or recycling facility owned, operated or under contract with Halifax County.

2.10 Emergency Response and Communications Plans

During decommissioning, Sweetleaf Solar LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility on the decommissioned Parcel to give information to the local public and visitors. The Sweetleaf Solar LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Sweetleaf Solar LLC Representative who will respond to any inquiry. In the event of an emergency, Sweetleaf Solar LLC will mobilize its resources to the decommissioned Parcel to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Sweetleaf Solar LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a North Carolina Licensed Engineer, shall be updated, finalized and executed prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning on all Parcels of the Project as set forth in Section 2 above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre, which shall be increased every five years based on an assumed 2.5% annual inflation rate compounded, and the increased amount shall be deposited in escrow pursuant to the escrow agreement or the surety bond or letter of credit provided as the Decommissioning Security (the "**Minimum Decommissioning Security**").

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each Parcel in the Project ("**Allocation Areas**"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying Parcel, in case ownership of the underlying Parcel changes control during the life of the Project, provided that in any event the share of the Decommissioning Cost Estimate allocated to any portion of the Parcel shall be sufficient to cover the estimated costs of decommissioning on such portion of the Parcel .

Per the Halifax County Solar Ordinance, the Decommissioning Plan and Cost Estimate will be updated every five (5) years or upon a change in ownership of a Parcel or the Solar Energy System ("SES") and subsequently recorded in the Halifax County Register of Deeds office.

3.2 Security:

Prior to the commencement of construction, Sweetleaf Solar LLC will provide the greater of either; i) an amount equal to one and a quarter times the Decommissioning Cost Estimate (as determined by a North Carolina Licensed Engineer, per section 3), or ii) the Minimum Decommissioning Security amount described in Section 3.1 above ("**Decommissioning Security**").

As defined by the Halifax County Solar Energy System Ordinance, the Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, (ii) surety bond, or (iii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Sweetleaf Solar LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Sweetleaf Solar LLC, Landlord, the County and, if applicable, a bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the County requires, the escrow shall be administered by the County, and if not so required, it shall be administered by a bank or title company reasonably determined by Sweetleaf Solar LLC which joins in the escrow agreement.

Sweetleaf Solar LLC agrees to abide by all the terms and conditions surrounding the Decommissioning Security as further defined within the Halifax County Solar Energy Systems Ordinance; Chapter 46, Article III, Sec 46-43.

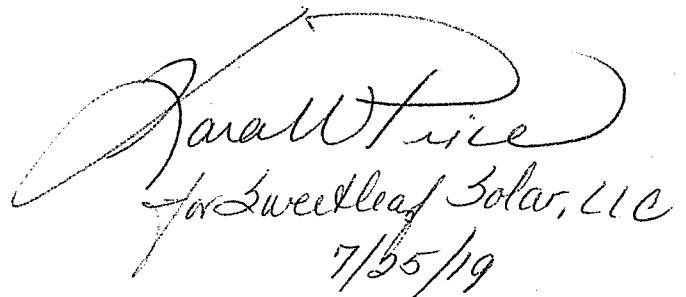

Sarah White
for Sweetleaf Solar, LLC
7/25/19

Exhibit A: Sweetleaf Solar

Landowner contact and parcel information

Land Owner	Parcel No. (s)	Acres	C/O	Phone	Address
B.R. & S.K. Taylor Farms, Inc	0403582	244	Bobby R. Taylor	(252) 903-9646	P O BOX 205 ENFIELD NC 27823
Billy Ray Batchelor	0403782, 0405674, 0401906, 0403638	616.947	Billy Ray Batchelor	(252) 445-2153	P O BOX 306 ENFIELD NC 27823
Christopher Jon Morris & Lisa M. Rives	0401905	644.360	Christopher Jon Morris	(252) 886-1863	3930 JUSTICE BRANCH RD. ENFIELD NC 27823
Lindsey Price Harrison, Jr. & William Gibbon Harrison	0405307	101.02	Lindsey Price Harrison, Jr.	(252) 903-5043	220 HUNTER ST ENFIELD NC 27823
Michael A. Hedgepeth	0402186	671.785	Michael A. Hedgepeth	(252) 308-7409	10680 JUSTICE BRANCH RD HALIFAX NC 27839
Otto Mayo Neville, Heirs	0401945, 0401944, 0401943	120.94	Joyce N. Cuthrell	(252) 903-5130	5043 Beaverdam Rd Enfield, NC 27823
Robert Whitaker	0402838, 0401314	495.81	Robert Whitaker	(252) 450-5045	3281 LOOP RD. ENFIELD NC 27823

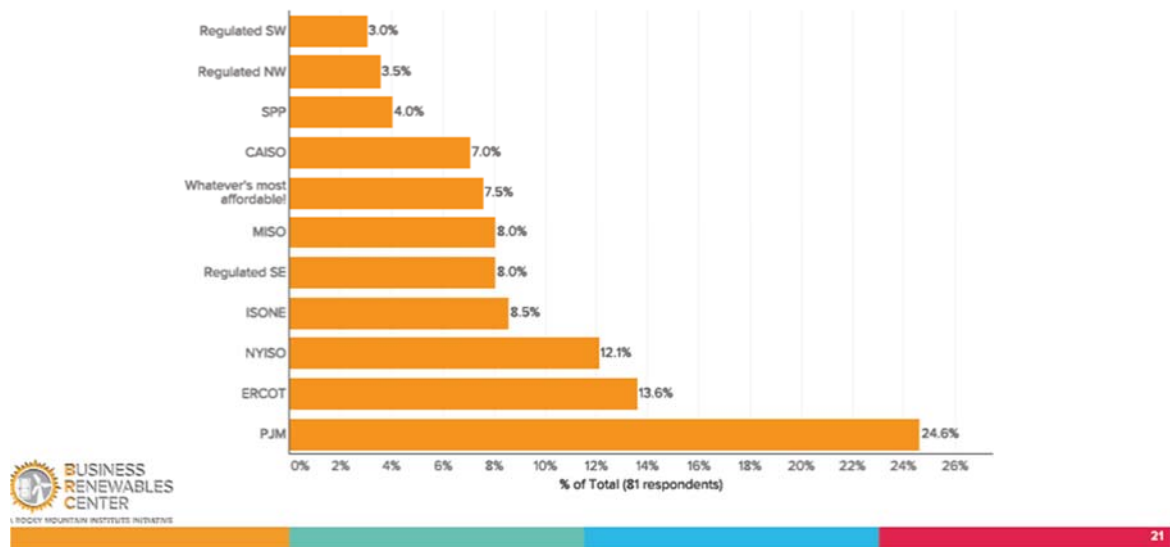
Sweetleaf Solar LLC
Application for a Certificate of Public Convenience and Necessity for a Merchant Plant
Docket No. EMP-111, Sub 0

Schedule 8

Schedule 8

Renewables Offtake Projections

Buyers only: In the next year, what 3 regions are you most interested in procuring renewables?



Source: Business Renewables Center