

LIBERO 007 FOLIO 618
RESOLUTION NO. 651

**A RESOLUTION TO APPROVE A PAYMENT IN LIEU OF TAXES (“PILOT”)
AGREEMENT AND AGREEING TO A PILOT REVENUE ALLOCATION WITH
THE COMMISSIONERS OF CAMBRIDGE**

(EGYPT ROAD SOLAR)

WHEREAS, the County Council of Dorchester County (the “County Council”) has been approached by solar project developers to consider a reduction in the net tax burden in order to make the installation of community and utility solar generation projects economically feasible; and

WHEREAS, the County Council desires to support renewable energy in and around its corporate limits to reduce the effects of carbon emissions into the atmosphere; and

WHEREAS, for taxable properties within the City of Cambridge (the “City”), property owners pay both City real property tax and Dorchester County, Maryland (the “County”) real property tax, with a negotiated reduction in County tax recognizing a duplication of services provided by the City; and

WHEREAS, for taxable properties within the City, property owners also pay both City personal property tax and County personal property tax; and

WHEREAS, for the 2023 fiscal year (July 1, 2022 to June 30, 2023) (“FY 23”), the City’s personal property tax rate is \$1.69/\$100, which represents 40.92% of the combined personal property tax burden; and

WHEREAS, for FY 23, the County’s personal property tax rate is \$2.44/\$100, which represents 59.08% of the combined personal property tax burden; and

WHEREAS, Md. Code Ann., Tax-Property § 7-514 authorizes the City and County to exempt personal property from their respective property taxes for the term of an agreement for a negotiated payment in lieu of taxes (“PILOT”); and

WHEREAS, a solar generation project known as “Egypt Road Solar” has been granted special exception approval by the City Board of Appeals in Case No. 2018-005 (decided October 24, 2018) and a Certificate of Public Convenience and Necessity by the Maryland Public Service Commission through issuance of Order No. 88659; and

WHEREAS, the City and the County have agreed in principle to a reduction in the cumulative personal property tax burden for the Egypt Road Solar project, which will be reflected as an agreed-upon PILOT as more particularly described by the PILOT Agreement attached to this Resolution as Exhibit A and incorporated herein by reference as if fully set forth; and

WHEREAS, the PILOT as agreed to in principle governs only the personal property tax burden, with all real property taxes to be taxed at the full valuation without any reduction in tax rate; and

WHEREAS, the PILOT as agreed to in principle is subject to the formal approval of the Commissioners of Cambridge and the County Council in public meetings of each respective governing body; and

WHEREAS, on December 12, 2022, the Commissioners of Cambridge approved the PILOT Agreement attached hereto as Exhibit A by resolution, conditioned upon the County Council's approval of the same PILOT Agreement and distribution formula by a corresponding resolution; and

WHEREAS, nothing in this resolution shall be construed as the County's approval of the siting and construction of the Egypt Road Solar project, which is subject to all applicable federal, State, and local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Dorchester County that:

Section 1. Subject to Section 2, the County hereby agrees to accept a payment in lieu of personal property taxes for the first thirty-five (35) years of operation of the Egypt Road Solar project on the terms and conditions as set for the in the PILOT Agreement attached hereto as Exhibit A, and, in consideration thereof, hereby exempts the Egypt Road Solar project from County personal property taxes during the term of the PILOT Agreement.

Section 2. The annual distribution of the PILOT Agreement revenue between the City and County shall be determined by adding the personal property tax rates of the City and of the County for property located within the corporate limits of the City and dividing the PILOT revenue between the City and County according to each jurisdiction's proportion of the personal tax burden applicable within the corporate limits of the City.

BE IT FURTHER RESOLVED that George L. Pfeffer, President, is authorized and empowered to execute and deliver any and all documents required to effectuate this payment in lieu of taxes, including, without limitation, the PILOT Agreement substantially in the form attached as Exhibit A.

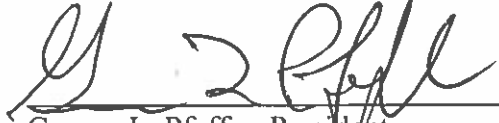
BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

ATTEST:


COUNTY COUNCIL OF
DORCHESTER COUNTY, MARYLAND



Jeff Powell, Interim County Manager



George L. Pfeffer, President

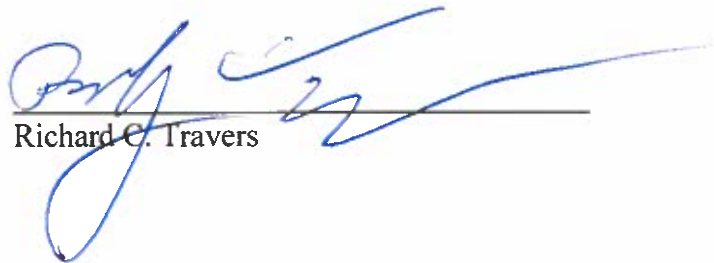


Michael Detmer, Vice President



Rob Kramer, Jr.

William V. Nichols



Richard C. Travers

Exhibit A: Payment in Lieu of Taxes Agreement for Egypt Road Solar**PAYMENT IN LIEU OF TAXES (“PILOT”) AGREEMENT**

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (“**Agreement**”), dated this ____ day of _____, 2023 (the “**Effective Date**”), by and between DORCHESTER COUNTY, MARYLAND, a charter county and body politic and corporate of the State of Maryland (“**County**”), THE COMMISSIONERS OF CAMBRIDGE, a Maryland municipal corporation (“**City**”), EGYPT ROAD SOLAR, LLC, a Maryland limited liability company (“**Developer**”), and EGYPT ROAD LAND, LLC, a Maryland limited liability company (“**Owner**”). The County, City, Owner, and Developer are herein each a “**Party**” and collectively, the “**Parties**” and the City and County are referred to collectively as “**Beneficiaries**”.

WHEREAS, in accordance with the special exception approval granted by the City of Cambridge Board of Appeals in Case No. 2018-005 (decided October 24, 2018) and the Certificate of Public Convenience and Necessity issued by the Maryland Public Service Commission through issuance of Order No. 88659, each as amended, modified, renewed, or extended, from time to time (collectively, the “**Approvals**”), Developer intends to develop, install, build, and operate ground-mounted solar photovoltaic electric generating facilities (“**Project**”) on portions of the land owned by Owner and more particularly described by a deed dated May 19, 2020 recorded among the Land Records of Dorchester County, Maryland in Liber AJC 1578, folio 001. All such lots, parcels or tracts of land are referred to hereinafter collectively as the “**Property**”; and

WHEREAS, the Project will consist of the following personal property: (a) solar modules, solar inverter systems, and solar power generating facilities, including racking, foundations, support structures, braces and other structures and equipment; (b) wires, cables, conduits, footings, interconnection and/or switching facilities, circuit breakers, transformers, combiner boxes; (c) control and communication systems; and (d) other improvements, facilities, materials parts, systems, structures, and equipment in any way related to or associated with generation, conversion, storage, switching, metering, transmission, distribution, conducting, sale or other use or conveyance of electricity; and

WHEREAS, Developer has requested that the County and City permit Developer to make payments in lieu of County and City personal property taxes pursuant to § 7-514 of the Tax-Property Article of the Annotated Code of Maryland (“**Act**”). The Act provides, among other things, that personal property may be exempt from County and City property taxes for the term of an agreement for a negotiated payment in lieu of taxes; and

WHEREAS, because both Developer and Beneficiaries need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement; and

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any personal property taxes on account of the Project to which it might otherwise be subjected under Maryland or local law, and this Agreement will provide for the exclusive tax payments for personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to Beneficiaries with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by Beneficiaries to the Project, including but not limited to, building permit fees, and similar payment obligations not in the nature of personal property taxes; and

WHEREAS, pursuant to and in accordance with the Act, in order to induce the development of sustainable energy projects and secure revenue resulting therefrom, the County Council of Dorchester County, Maryland and the Commissioners of Cambridge have approved this Agreement by motion or resolution, minutes or copies of which are attached hereto as Exhibit A.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the Parties do hereby agree as follows:

1. Payment on Account of Personal Property Taxes. Developer shall make payments to Beneficiaries in lieu of personal property taxes, beginning on the July 1st following commencement of commercial electricity generation by the Project and for such period extending through June 30th of the following calendar year (“**Fiscal Year 1**”), and continuing until the earlier of (i) termination and decommissioning of the Project, or (ii) conclusion of Fiscal Year 35, in the aggregate annual or semi-annual amounts set forth in the table below, unless the grid limit generating capacity of the Project (expressed as megawatts (“**MW**”) alternating current (“**AC**”)) changes from 51.1 MW AC, in which event the payments will be calculated as the generating capacity of the Project multiplied by \$2,500 per MW AC in years 2-7 or \$4,000 per MW AC in years 8-35 (with such product divided by two for semi-annual payment amounts). The annual or semi-annual PILOT payments due pursuant to this Agreement shall be included on Developer’s real property tax bills for the Property. If the generating capacity of the Project increases or decreases and notice of such change is provided to Beneficiaries per Section 1.2 below, the adjusted PILOT rates will take effect in the Fiscal Year immediately following the year in which the change in capacity occurred. For purposes hereof, “**Fiscal Year 1**” shall mean Beneficiaries’ first fiscal year commencing after the Project commences commercial electricity generation, and “**Fiscal Year 35**” shall mean the thirty-fifth (35th) fiscal year following the commencement of Fiscal Year 1. Excluding the payment for Fiscal Year 1, which shall be paid in full on or before July 1, the payments shall be made to Beneficiaries in two equal installments on or before September 30th or December 31st of each fiscal tax year during the term of this Agreement. Beneficiaries agree that the PILOT rates set forth above and the PLOT payments in the following table will not be increased on account of an inflation factor, revaluation or increase in Beneficiaries’ tax rates or assessment percentages.

Fiscal Year	Annual PILOT Payments	Semi-Annual PILOT Payments
1	\$255,500	N/A
2-7	\$127,750	\$63,875
8-35	\$204,400	\$102,200

1.1 Lien Status of PILOT. The payments in lieu of personal property taxes set forth in the Agreement are hereby constituted as a “tax” as defined by Section 14-801 of the Tax-Property Article with all of the lien status and tax sale and collective rights afforded to a county or municipality under Maryland law, including especially the lien status on personal property provided for under Section 14-804 of the Tax-Property Article. County and City each agree that during the term of this Agreement, neither party will assess Developer for any other personal property taxes with respect to the Project or the Solar Facilities to which Developer might otherwise be subject under Maryland law, and County and City agree that this Agreement will exclusively govern the payments of all personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to County or City, respectively, with respect to the Project; *provided, however*, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by County or City for real property taxes.

1.2 PILOT Payment Allocation. Beneficiaries agree to apportion the PILOT Payments between them annually in proportion to their relative personal property tax rates. The allocation shall be calculated by dividing each jurisdiction’s personal property tax rate for the fiscal year by the aggregate personal property tax rates of the City and County for property located within the corporate limits of the City during such fiscal year. Beneficiaries hereby agree to calculate the allocation for each fiscal year after the jurisdictions’ tax rates are established and to confirm such allocation for Developer in writing. Upon receipt of such written confirmation, Developer shall issue separate payments to the City and County.

2. Generating Capacity of Project. Prior to issuance of the building permit for the Project, Developer shall certify to Beneficiaries the generating capacity of the Project in MW AC. Thereafter, continuing throughout the term of this Agreement, Developer shall provide written notice to Beneficiaries of any permanent increase or reduction of the generating capacity of the Project within thirty (30) calendar days after any such change is made. Beneficiaries, their officers, employees, consultants and attorneys will have the right to inspect the Project upon reasonable advance notice during regular business hours in connection with any such notice.

3. Ordinary Maintenance. No additional tax payments will be due or required for replacement of equipment or machinery that is nonfunctional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, or equipment installed as required by or in response to any statute, law, regulation, consent decree, order or case mandating such additional items, provided that such replacement equipment does not increase the generating capacity of the Project. Additionally, upon request by Beneficiaries, Developer shall submit to Beneficiaries a summary of the Project’s annual generation within sixty (60) days following the end of each calendar year, provided that all such information shall be inspected and held in confidence by Beneficiaries pursuant to Sections 4-324, 4-335 and/or 4-336 of the Maryland Public Information Act (as amended from time to time).

4. Right to Terminate. Developer has the right to cancel this Agreement if the Project is destroyed or if Developer elects to terminate or cease operation of the Project. Similarly, this Agreement imposes no obligation on Developer to actually construct or operate the Project.

5. Early Termination. Developer's and Owner's obligation hereunder with respect to payments due for a particular Fiscal Year shall be reduced in an applicable proportional part due to the early termination or cessation of operation of the Project within such Fiscal Year. Notwithstanding the foregoing, Developer and Owner fully intend to operate the Project for the full term of this Agreement.

6. Developer's Covenants. During the term of the Agreement, Developer and Owner shall not voluntarily do any of the following:

- (a) seek to invalidate this Agreement, or otherwise take a position adverse to the validity of this Agreement; or
- (b) fail to pay Beneficiaries the amounts due hereunder when due in accordance with the terms of this Agreement.

7. Beneficiaries' Covenants. During the term of the Agreement, Beneficiaries will not, jointly or severally, do any of the following:

- (a) seek to invalidate this Agreement or otherwise take a position adverse to the validity of this Agreement;
- (b) seek to collect from Developer or Owner any personal property tax upon the Property or the improvements thereon (including the Project) in addition to the amounts provided for herein; or
- (c) impose any lien or other encumbrance upon the licensed area or the improvements thereon (including the Project) except as is expressly provided for herein.

8. Beneficiaries' Representations. Subject to the terms of this Agreement and except as provided below, each Beneficiary represents and warrants that (i) it is a charter county and political subdivision of the State of Maryland or a municipal corporation of the State of Maryland, duly organized and validly existing under the Constitution and laws of the State of Maryland, with full legal right, power and authority to enter into and perform its obligations under this Agreement, (ii) it has secured all approvals of appropriate officers, boards and bodies necessary to duly authorize the execution, delivery and performance of this Agreement and their obligations hereunder, (iii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on their part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law as currently understood, any order of any court or other agency or authority of government, and (iv) this Agreement is a legal, valid and binding obligation of such party and is enforceable in accordance with its terms, subject to applicable laws.

9. Representations of Developer and Owner. Developer and Owner each represent, to the best of their knowledge and belief, that (i) it is duly organized and validly existing as a limited liability company organized under the laws of the State of Maryland, (ii) it has all requisite power and authority to enter into this Agreement and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, (iii) the performance of its obligations hereunder will not violate, result in a breach of or constitute a default under any agreement or instrument to which Developer or Owner is a party or by which Developer or Owner is bound; and (iv) this Agreement constitutes the legal, valid and binding obligation of Developer or Owner enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

10. Termination. Beneficiaries may terminate this Agreement upon written notice to Developer and Owner in the event Developer and Owner fail to make timely payments hereunder on the date due and such failure continues for sixty (60) days after Developer and Owner receive written notice of such failure from Beneficiaries, provided that if the breach is cured within such sixty (60) day period, the Agreement shall not be terminated.

11. Successors and Assigns. This Agreement will be binding upon the respective successors and assigns of Developer and Owner, and the obligations created hereunder will run with the Property and the Project. Developer or Owner shall record a notice of this Agreement, in the Land Records of Dorchester County, Maryland, and shall provide to the Beneficiaries satisfactory evidence of such recording. If Developer or Owner sells, transfers, leases or assigns all or substantially all of its interest in the Project or Property, respectively, this Agreement will thereafter be binding on the purchaser, transferee or assignee. Any such sale, transfer, lease or assignment shall likewise relieve the seller or transferor 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 therefor.

12. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Maryland, Dorchester County, and the City of Cambridge, and fixes and maintains mutually acceptable, reasonable and accurate tax payments for the Project that are appropriate and serve their respective interests. Beneficiaries acknowledge that this Agreement is beneficial to them because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments to Beneficiaries. Developer and Owner each acknowledge that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable tax payments for the Project.

13. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain. Notwithstanding the foregoing, Beneficiaries shall not be obligated to execute or deliver any applications, instruments, certifications or documents that will require Beneficiaries to interfere with the independent regulatory, legislative or executive functions of any official, board or committee of Beneficiaries. Further, each Party, within ten (10) business days after request from the other, shall execute, acknowledge, and deliver to the Party which has requested the same or to any prospective Project lender or assignee of this Agreement, a certificate stating that (a) this Agreement is in full force and effect and has not been modified, supplemented, or amended in any way, or, if there have been modifications, that this Agreement is in full force and effect, and (b) there are no outstanding defaults under this Agreement, or if there are any defaults, then specifying such defaults and the date that notice thereof was given (if any).

14. Invalidity. 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 or City 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.

15. Applicable Law. This Agreement is made pursuant to and shall be interpreted in accordance with the laws of the State of Maryland, without regard to conflict of laws principles. Developer, Owner and Beneficiaries each consent to the jurisdiction of the Maryland courts regarding any and all matters related to the subject hereof, including interpretation or enforcement of this Agreement or any of its provisions.

16. Good Faith. Beneficiaries, Owner and Developer shall act in good faith to carry out and implement this Agreement.

17. Third Party Beneficiary. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third-party beneficiary, except as may be otherwise specifically provided for herein.

18. Disclaimer of Partnership Status. Nothing in the provisions of this Agreement shall be deemed in any way to create between Owner, Developer and Beneficiaries any relationship of partnership, joint venture, or association, and the Parties hereby disclaim the existence of any such relationship.

19. 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:

Dorchester County, Maryland
501 Court Lane
Cambridge, Maryland 21613
Attention: County Manager

City of Cambridge
410 Academy Street
Cambridge, Maryland 21613
Attention: City Manager

Egypt Road Solar, LLC
337 Log Canoe Circle
Stevensville, Maryland 21666
Attention: Project Manager

Egypt Road Land, LLC
337 Log Canoe Circle
Stevensville, Maryland 21666

Beneficiaries, Owner and Developer, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

20. Amendment of Agreement. This Agreement may be amended only by the mutual written agreement of Beneficiaries, Owner and Developer, its successors and/or assigns.

21. Entire Agreement. This Agreement supersedes any other prior agreements or understandings, written or oral, between the Parties with respect to personal property taxation of the Project.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts together shall constitute but one and the same Agreement.

23. Automatic Termination. This Agreement shall immediately terminate should the Project fail to continue to qualify for the exemption under Section 7-514 of the Tax-Property Article, except that any this provision shall not release, waive, modify or otherwise affect any rights to continued application of this Agreement that may exist under local, State or Federal law, including, without limitation, all Constitutional rights and protections.

24. Local Workforce. Developer shall make a good faith effort to utilize contractors and other laborers based in the City or the County for the development, operation, and decommissioning of the Project whenever possible.

25. Resurfacing of Egypt Road. Within seven (7) months of commencement of commercial electricity generation of the Project, Developer shall install an asphalt pavement overlay on the segment of Egypt Road extending from Maryland Route 16 south to the City boundary existing on the date of this Agreement. The scope of such overlay project shall consist of the following:

- (a) Overlay a portion of Egypt Road based on approx. 208,888 sq.ft.
- (b) Mill asphalt approx. 528 l.f. x 6' - 2" down to 0".
- (c) Clean up and haul away all debris.
- (d) Furnish and install (1) manhole cover in road.
- (e) Apply tack, as needed, for adhesion.
- (f) Overlay approx. 10,022 l.f. x 20' wide and 528 l.f. x 6' wide areas, with 2" hot mix 9.5mm surface asphalt.
- (g) Roll asphalt for compaction.
- (h) Line stripe the road to match the existing layout in the newly paved areas.
- (i) Remove all related debris from premises.
- (j) City of Cambridge to furnish traffic control.

SIGNATURES APPEAR ON FOLLOWING PAGES

LIBERO 007 FOLIO 29

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, sealed, and delivered on the dates specified in the attached acknowledgments, but effective as of the day and year first written above.

ATTEST:

DORCHESTER COUNTY, MARYLAND

Jeff Powell, Interim County Manager

By: _____ (SEAL)
George L. Pfeffer, County Council President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

(SEAL)
Charles D. MacLeod, Esq.
County Attorney

STATE OF MARYLAND, COUNTY OF DORCHESTER, To Wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public of the State and County aforesaid, personally appeared *George L. Pfeffer*, President of the County Council of DORCHESTER COUNTY, MARYLAND, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

LIBERO 007 FOLIO 630

ATTEST:

THE COMMISSIONERS OF CAMBRIDGE

Thomas Carroll, City Manager

By: _____
Stephen W. Rideout, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

(SEAL)
Patrick Thomas, Esq.
City Attorney

STATE OF MARYLAND, COUNTY OF DORCHESTER, To Wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, a Notary Public of the State and County aforesaid, personally appeared *Stephen W. Rideout*, Mayor of THE COMMISSIONERS OF CAMBRIDGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

WITNESS:

EGYPT ROAD LAND, LLC

By: _____ (SEAL)

Kevin Clark, Project Manager

STATE OF MARYLAND, COUNTY OF _____, To Wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, a Notary Public of the State and County aforesaid, personally appeared *Kevin Clark*, Project Manager for EGYPT ROAD LAND, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

WITNESS:

EGYPT ROAD SOLAR, LLC

By: _____ (SEAL)

Kevin Clark, Project Manager

STATE OF MARYLAND, COUNTY OF _____, To Wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, a Notary Public of the State and County aforesaid, personally appeared *Kevin Clark*, Project Manager for EGYPT ROAD SOLAR, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____