

**Minutes of the February 5, 2025  
Special Meeting of the Yancey County Board of Commissioners  
Held at 9:00 a.m. at the Burnsville Town Center  
Burnsville North Carolina**

Present at the special meeting held February 5, 2025, were Chairman Jeff Whitson, Vice Chairman Mark Ledford, Commissioner Stacey McEntyre-Greene, Commissioner David Grindstaff, Commissioner Sandi Norton, County Manager Lynn Austin, County Attorney Donny Laws, and Clerk to the Board Morgan West. Members of the media and the general public also attended the meeting.

**Call to Order**

Chairman Whitson called the meeting to order and welcomed those in attendance.

**Approval of the Agenda**

Chairman Whitson asked for a motion to approve the agenda. Commissioner Grindstaff made the motion, with Commissioner Ledford seconding the motion. By unanimous vote, the agenda was approved. (Attachment A)

**Project Gator Incentive Agreement**

Chairman Whitson recognized County Manager Lynn Austin to discuss the details of the Incentive Agreement between Yancey County and Paradigm Energy & Storage, LLC. (Attachment B) County Manager Austin stated Yancey County will offer economic incentives to Paradigm Energy & Storage, LLC without limitation, the conveyance of the parcel of real estate or a portion thereof, in fee simple, containing 84.5 acres, more or less, located at 104 George Brown Road, and more particularly described at Yancey County Deed Book 884, Page 146 for the construction of a new commercial/industrial facility, said parcel of real estate having a fair market cash value of \$2,671,900.00. The economic incentive hereinabove is in consideration of the following:

- a. A capital investment being made by Paradigm Energy & Storage, LLC of not less than \$175,000,000.00 in additional real estate improvements and business property investment in an on said real estate; and
- b. The creation of 150 new full-time or full-time equivalent jobs.

Chairman Whitson asked for a motion to approve the Incentive Agreement. Commissioner Ledford made a motion, with Commissioner Norton seconding. Unanimously the motion carried.

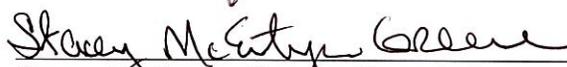
**Adjournment**

Having no further business, Commissioner Grindstaff made the motion to adjourn with Commissioner Greene seconding the motion. The Board of Commissioners voted unanimously to adjourn.

Approved and authenticated this the 10<sup>th</sup> day of March 2025.

  
\_\_\_\_\_  
Jeff Whitson, Chairman

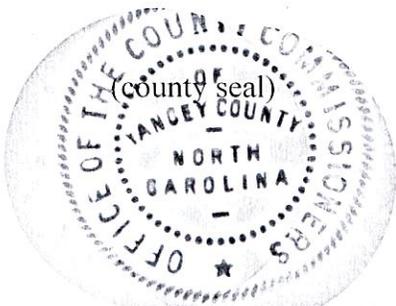
  
\_\_\_\_\_  
Mark Ledford, Vice Chairman

  
\_\_\_\_\_  
Stacey McEntyre Greene, Commissioner

  
\_\_\_\_\_  
David Grindstaff, Commissioner

  
\_\_\_\_\_  
Morgan West, Clerk to the Board

  
\_\_\_\_\_  
Sandi Norton, Commissioner





**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**SPECIAL MEETING**  
**FEBRUARY 5, 2025**  
**9:00 AM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Approval of the Agenda**
- III. Project Gator Incentive Agreement**
- IV. Adjourn**

**NORTH CAROLINA****YANCEY COUNTY****ECONOMIC DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made and entered this the 5th of February 2025 by and between the County of Yancey, a body politic, organized and existing under the laws of and a political subdivision of the State of North Carolina (hereinafter "County") and Paradigm Energy & Storage, LLC, a Florida Limited Liability Company (hereinafter "Company"); with all parties being collectively referred to as "the parties"; thus

**WITNESSETH:**

**THAT WHEREAS**, the Company desires to develop an innovative energy production facility and Company headquarters located in Yancey County, North Carolina, (hereinafter "Project") which Project is projected to involve the expenditure of approximately one hundred and seventy-five million dollars and 00/100 (\$175,000,000.00) over a period of three (3) years and result in the creation of one hundred fifty (150) qualified jobs within two (2) years; and

**WHEREAS**, the County presently owns a certain tract of land more particularly described in a deed from Pamela Y. Zullinger *et al* to Yancey County recorded at Yancey County Deed Book 884, Page 146, containing 84.505 acres, more or less, (hereinafter "the Property"); and

**WHEREAS**, the Company has deemed the Property to be well suited for the Project and also for which the Company has prepared preliminary plans for the Project and has approached the County about locating the Project on the Property; and

**WHEREAS**, the Company has indicated that assistance in the form of a transfer of the Property and recognition of tax revenue as consideration for the Property and other incentives as allowed under North Carolina law would induce the Company to locate the Project on the Property; and

**WHEREAS**, pursuant to Chapter 158 of the North Carolina General Statutes, the County has agreed after holding a public hearing on 30 December 2024, following Notice as required by law to provide certain incentives to the Company as more particularly described in this Agreement as an inducement to the Company to proceed with The Project and to facilitate the investment and creation of jobs in connection with the Project; and

**WHEREAS**, the County has determined based on data projections provided by the North Carolina Department of Commerce and other reliable sources that the Company's capital investment on the Property and the operation of the Project will generate substantial ad valorem tax revenues for the County and will result in the creation of a substantial number of jobs in the County that will pay at or above the median average wage in the County and these benefits constitute a material part of the financial basis for the County entering into this Agreement; and

**WHEREAS**, the Company acknowledges that the incentives provided herein was one of the key factors in the Company's decision to proceed with the Project and to make the investment and enter into this Agreement and that the Company would not have agreed to develop and operate the Project in the County without the valuable incentives provided by the County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Company, together with their heirs and assigns, do hereby agree as follows:

I: Defined Terms:

- a) "Project," means the Energy Production Facility and Company Headquarters to be constructed on the Property;
- b) "Property," means that tract of land containing 84.505 acres, more or less, as shown on Exhibit "C" attached hereto and incorporated herein by reference;
- c) "Contract Date," means the date on which this Agreement is fully executed by all parties;
- d) "Commencement Date," means the date on which the Company records the Deed to the Property;
- e) "Development Plan," means the Company's plan of development for the Property as set forth on Exhibit "D" attached hereto;
- f) "Qualified Job," means a permanent job paying at or above the median average annual wage for Yancey County as determined by the North Carolina Department of Commerce for the most recent period for which data is available; The current median average annual wage for Yancey County is 45,983.00.
- g) "Baseline Employment," means the number of employees, 0 employed by the Company as of the 1 January 2025
- h) "Baseline Valuation," means the current taxable valuation of the Property, and Personal property assessed by the Yancey County Tax Administrator as of January 1, 2025 prior to the investment contemplated in this Agreement.
- i) "Company." Paradigm Energy & Storage, LLC and includes its Affiliates, successors, and assigns.
- j) "Eligible Property," means (a) the Property (as defined in Exhibit "C" Legal Description of Real Property) and all improvements the Company or an Affiliate of the Company constructs or installs, or causes to be constructed or installed, at the Property including all buildings, building systems, and building improvements and (b) all personal property the Company or an Affiliate of the Company purchases or leases and installs, at or relocates to, the Property. Does not include property used or valued for the Baseline Valuation.
- k) "Inducement Grant." An economic development grant provided to Company for the purpose of securing the Company's location of its facility in Yancey

County, North Carolina on the Property in the form of a Deed to the Company for the Property which has a value of two million, six hundred and seventy-one thousand and 00/100 (\$2,671,000.00)

- l) "Deed," means the Deed by and between the Parties for the Property. (Exhibit "F")
- m) "Minimum Taxable Investment," means the aggregate Qualifying Expenditures made by the Company that Company anticipates will be made annually as reflected in Exhibit "B" and verified by the Yancey County Tax Assessor, which verification may be supplemented by proof of investment from Company at Company's discretion.
- n) "Personal Property," means all personal property the Company or an Affiliate owns or leases located at the Facility, including all (a) machinery and equipment, (b) furniture, furnishings, and fixtures, (c) property that is capitalized for federal or state income tax purposes, (d) all additions to any of the foregoing, and all replacements of any of the foregoing in excess of \$100,000.
- o) "Qualifying Expenditure," means all expenditures the Company, an Affiliate, or lessor to the Company or an Affiliate make for Eligible Property which is taxed in the County.
- p) "Tax" or "Taxes," means *Ad valorem* property tax levied on real and personal property located in the County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to *ad valorem* property tax the County levies on property.
- q) "Term" or "Full Term," means the duration of this Agreement meaning the date first above recorded through and including, unless otherwise delayed or extended, as may be agreed by the Parties in writing in advance and as permitted by this Agreement and applicable law.
- r) "Total Taxable Investment," means the taxable value of all Qualifying Expenditure made by Company in and to the Property (including personal property) as of December 31, 2027, shown in Exhibit "B".

## II: Company Obligations:

- a) Improvements to Property: The Company shall construct or cause to be constructed certain improvements and facilities on the Property substantially as set forth in the Development Plan attached hereto as Exhibit "D". The facility and improvements shall be constructed in phases and within the times set forth in the Development Plan. The Company shall also, during the term of this Agreement, directly invest a Minimum Tax Investment annually in accordance with the Property Investment Plan, attached as Exhibit "B". The Company shall achieve the Total Taxable Investment by December 31, 2027. The Baseline Valuation shall be excluded from calculations to determine whether investment goals have been met.
- b) Job Creation: The Company will create a minimum of one hundred fifty (150) new permanent jobs (herein "Qualified Jobs) within Yancey County and maintain those jobs on the schedule as set forth in Exhibit "B". The Company

shall pay a median hourly wage for the Qualified Jobs at the Project that is above the then median average hourly wage paid in Yancey County. The term “median average hourly wage” is defined as the median average hourly wage for all insured industries in the County as determined the Employment Security Commission (currently determined by the North Carolina Department of Commerce) for the most recent period for which the data is available.

- c) Tax generation: The Company is expected to generate property tax revenue in the amount of Eight million, three hundred twenty thousand dollars and 00/100 (8,320,000.00) over its first ten (10) years of operation following the Commencement Date as set forth in Exhibit “B” attached hereto and incorporated herein as if set forth in full. It is recognized that these are revenue projections based on current tax rates and tax structure. These projected revenues will be taken into account by the County in determining the amount of consideration that it receives for the conveyance of the Property to the Company as allowed by NCGS 158-7.1(d)(2), together with the credit for Job Creation set forth on Exhibit “A”.
- d) Commencement of Operation & Term of Obligations: Company shall complete the Project and commence full operation of the Project on or before December 31, 2027, and shall maintain the Obligations set forth hereinabove, as indicated on Exhibit “A” and Exhibit “B” through and until December 31, 2034.
- e) Other:
  - 1. Permits: The Company shall obtain and maintain all permits and approvals required by federal, state and local law for the construction and operation of the proposed Improvements and the Project.
  - 2. Quarterly Reports: The Company shall provide the County with copies of all monthly, and/or quarterly tax and wage statements, at the time of filing, for the Company. Said statements and other documents may be necessary to allow the County to determine compliance with the Jobs Creation and Tax Revenue benchmarks.
  - 3. Fair Market Value of the Property: For the purposes of the sale or conveyance contemplated herein, it is acknowledged and agreed by the parties that the fair market value of the Property is Two Million Six Hundred Seventy-one Thousand and 00/100 (\$2,671,000.00).

### III: County Obligations:

a) Inducement Grant: County agrees to convey the Property to the Company pursuant to NCGS 158-7.1(d), subject to the terms and conditions provided for in this Agreement. Said conveyance shall be by Non-Warranty Deed as shown on Exhibit “F”; (hereinafter “Inducement Grant”). The Company shall have no obligation to accept title to the Property unless and until (i) the Company is satisfied in all respects with its due diligence investigation of the Property, including, without limitation, all title, survey, geo technical and

environmental matters related thereto; (ii) the County is not in default of the performance of any covenant or agreement to be performed as of the date of closing by the County as set forth in this Agreement; and (iii) the Company has confirmed that its use of the Project Site for the Project will not violate any private restrictions, zoning ordinances, or governmental regulations then in effect on the date of closing. The Company shall have until and through 28 February 2025 to complete its due diligence described herein. If the Company determines that the conditions set forth above have not been satisfied, Company shall notify County and County shall have reasonable opportunity to satisfy said conditions. If the condition cannot be satisfied within thirty (30) days of the notice, the parties may agree upon a reasonable extension of said period, or this agreement may be terminated and/or modified. Once the Company has determined that the conditions set forth have been satisfied, the Company shall give notice to the County that it is ready to close on the conveyance of the Property. The County agrees to deliver the Deed to the Property within three (3) business days following receipt of the Notice. Company shall record the Deed in the Yancey County Registry on or before the third (3<sup>rd</sup>) business day following the closing. The date of the recording shall be the Commencement Date defined above.

During the due diligence period and prior to Deed transfer, the Company shall have reasonable access to the Property to perform its due diligence investigation and shall also be entitled to go upon the Property to conduct all site development activities.

The County and Company acknowledge that the County has available certain grants that would provide funding to secure infrastructure support to the Property and understand that maintaining that funding is critical to the development of the Property as contemplated herein. If said funding is jeopardized due to the transfer of the Property, then the Parties agree to delay the transfer on terms mutually agreeable to the Parties. In the event of a delay in transfer of the Property, the County agrees that the Company shall have reasonable access to the Property and shall be entitled to conduct all necessary site development activities consistent with the purpose of this Agreement.

IV: County's Remedies for Company's Failure To Meet Obligations:

The County and the Company acknowledge that the creation of Qualified Jobs and additional qualified Taxable Investment, with corresponding projected increases in economic activity and tax revenue to the County, are of the essence of this Agreement and form the legal basis for the County's participation in it. Pursuant to NCGS 158-7.1 (h), the County's remedies for failure by the Company to meet its obligations as set out herein are:

1. Failure to Complete Construction and Commerce Operations: If the Company fails to construct, operate and maintain its level of Investment set out in the

Agreement, then the County may elect to terminate this Agreement under the provisions of paragraph 5 below.

2. Failure to Create Jobs: If the Company does not create and maintain the required Qualified Jobs as outlined herein then the County may elect to terminate the Agreement under the provisions of paragraph 5 below.
3. Failure to Maintain Sales and Property Tax Revenue: Notwithstanding the initial capital investment, if the Company fails to maintain a total level of property tax revenue within Yancey County at the levels and for the periods of time set forth herein, then the County may elect to terminate this Agreement under the provisions of paragraph 5 below.
4. Failure to pay taxes: Notwithstanding any provision in this Agreement to the contrary, if The Company shall fail to timely pay the minimum amount of cumulative tax generated as shown on Exhibit "B", then at the option of the County, and in addition to other remedies provided by law, this Agreement may be terminated. under the provisions of paragraph E below. It is understood between the parties hereto that the Company may be exempt or excluded from certain taxation under the provisions of N.C.G.S. Chapter 105. Notwithstanding such exemption or exclusion, The Company must maintain a level of investment that would require The Company to pay the County the Cumulative Tax Generated as shown on Exhibit "B" and The Company must pay that amount to the County. Failure on the part of The Company to pay the Cumulative Tax Generated as shown in Exhibit "B" to the County would permit the County to terminate this Agreement under the provisions of Paragraph 5 below. Company agrees not to make an application for any exemption or exclusion that would result in a Cumulative Tax less that shown in Exhibit "B".
5. Termination: Upon failure of the Company to meet its Obligations as set forth herein, the County may elect to terminate the Agreement in whole or in part. If the County elects to terminate, Notice of Termination shall be given to the Company, and the Company shall, within thirty (30) days of receipt of the Notice of Termination re-convey the Property to the County. In such event, the Company shall remove from the Property all personal property and, such fixtures as the County directs, and the Property shall be free and clear of any encumbrances, liens or obligations of any kind. Failure of the County to elect termination in whole or in part shall not constitute a waiver of the right of the County to make such election at a later time. Nothing herein shall prohibit the parties from negotiating an alternative remedy for the failure of the Company to meet one or more of its obligations, consistent with North Carolina law.

V: Miscellaneous Provisions:

- a. Reporting and Audit Rights: Designated County officials charged with carrying out this Agreement and having a need to know will have the right, from time to time on reasonable notice, at reasonable times, and at a reasonable location the Company designates, to examine the Company's

records relating to the Project as may be necessary to verify the Company's compliance with this Agreement.

- b. Company Reserved Rights: The Company at all times maintains its right to dispute the assessed value of the Property or the Improvements thereon with appropriate governmental agencies in the manner prescribed by law.
- c. Termination: The Company may terminate this Agreement at any time in its sole discretion. Such termination will subject the Company to the requirement for re-conveyance of the Property, as set out herein above.
- d. No Pledge of Faith and Credit; Purpose:
  1. No provision of the Agreement will be construed or interpreted as creating a pledge of the faith and credit of the County in the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of the Agreement are in all events reasonable. No provision of the Agreement will be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the County within the meaning of the North Carolina Constitution. No provision of this Agreement will be construed to pledge or create a lien on any class or source of the County's moneys, nor will any provision of the Agreement restrict to any extent prohibited by law any action or right of action on the part of any future Board of Commissioners for the County.
  2. The Company and the County acknowledge that all expenditures made by the County as provided in this Agreement are for a *bona fide* public purpose and are expected in good faith reliance on the Local Development Act. If this Agreement is challenged or threatened to be challenged, (i) the County promptly will notify the Company in writing, (ii) the Company will have the right to participate in the defense of any challenge at its own expense and with counsel of its choosing, and (iii) the County will defend this Agreement from those challenges. The Company will provide such reasonable assistance (excluding financial assistance) as the County requests in connection with any such defense.
- e. Disclaimers: The Company acknowledges that the County has not designed the Project, that the County has not created any plans or specifications with respect to the Project, and that the County:
  1. Is not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities;
  2. Has not made any recommendations, given any advice or taken any other action with respect to:
    - a. The choice of any contractor, supplier, vendor or designer of, or any other contractor, supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part of the Project or any property or rights relating to the Project; or
    - b. Any action taken or to be taken with respect to the Project or any component part of the Project or any property or rights relating to the Project any stage of the construction of the Project;

3. Has not made any warranty or other representation, express or implied, that the Project or any component part of the Project or any property or rights relating to the Project;
  - a. Will not result in or cause injury or damage to persons or property;
  - b. Has been or will be properly designed, or will accomplish the results which the Company intends; or
  - c. Is safe in any manner or respect.
- f. Representations and Warranties:
  1. The Company represents and warrants to the County that as of the date of this Agreement:
    - a. It is a Limited Liability Company authorized or processing a certificate of authority to do business in the State of North Carolina;
    - b. It has the power and authority to own its properties and assets and to carry on its business as now being conducted, and has the power and authority to EXECUTE AND PERFORM THIS Agreement;
    - c. This Agreement
      - i. Is the legal, valid and binding Agreement of the Company, enforceable against the Company in accordance with its terms,
      - ii. Does not violate any order of any court or other agency of government binding on the Company or the charter documents of the Company, and
      - iii. Does not conflict with, result in a breach of, or constitute and event of default under any material indenture, agreement or other instrument to which the Company is a party; and
    - d. The Company has not received written notice of any action or proceeding that challenges the validity of this Agreement of the Company's right and power to enter into and perform this Agreement.
  2. The County represents and warrants to the Company that:
    - a. The County is a body politic and political subdivision operating pursuant to the laws of the State of North Carolina with power and authority to enter into and perform this Agreement;
    - b. The County has taken all action necessary to authorize the execution, delivery and performance of this Agreement;
    - c. This Agreement is a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms; and
    - d. The County has not received written notice of any action of proceeding that challenges the validity of this Agreement of the County's right and power to enter into and perform this Agreement.
  3. Defaults and Remedies: If any warranty of representation of a party in this paragraph shall have knowingly been false or inaccurate in any in any material respect when made and is not remedied within thirty (30) days following the defaulting party's receiving written notice from the non-defaulting party (or in the case where it is capable of being remedied, but

is incapable of being remedied within a period of thirty (30) days, such further period as is reasonable in the circumstances), then the non-defaulting party will have such rights and remedies as may be available in law.

- g. County and Company Not Business Partners: Notwithstanding, the terms of this Agreement, County is not a business participant with Company in the Project.
- h. Indemnity and Insurance:
  - 1) Company will indemnify and hold County harmless from any property damage or personal injury (including death) resulting from its activities on the Property, including, construction by Company of the Improvements and operation of the Project.
  - 2) Insurance Coverage: Company will obtain, at its sole expense, a policy of insurance, satisfactory in form and amount to the County's risk manager or insurance advisor, covering personal injury or death, or any property damage arising as a result of Company's operation of the Project, and shall name the County as an additional insured under said policy of insurance. Said policy shall be in effect during the entire term of their Agreement and any extensions thereof, and shall survive the terms of this Agreement to the extent necessary to cover the indemnification above.
- i. Controlling Law: This Agreement will be governed by, and construed in accordance with, the laws of the State of North Carolina. Any action or proceeding related to this Agreement or its enforcement will be adjudicated in the General Courts of Justice for Yancey County, North Carolina or the United States District Court for the Western District of North Carolina. The Company and the County consent and submit to the jurisdiction and venue of those courts.
- j. Severability: Each provision of this Agreement is severable. If any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, then (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire Agreement.
- k. Confidentiality: The parties expressly acknowledge that the County is an entity covered by N.C.G.S. Chapter 132, the Public Records Act, including, N.C.G.S. 132-1.1 regarding "confidential information" Provided Company complies with N.C.G.S. 132-1.1 regarding the designation of confidential or trade secret information, the County will keep confidential and will not disclose or publish any of the Company's confidential information as defined in N.C.G.S.132-1.2, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records

segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records the Company or its representatives have provided or will provide in the future relating to this Agreement, or the Project described in this Agreement, the County will give the Company prompt written notice of the request, subpoena or court order and will discuss proposed disclosure of such information or records with the Company (and, to the extent possible, give the Company the opportunity to context any disclosure of information or records the Company believes should not be disclosed) before making any such disclosure. The County will not be liable in damages for the disclosure of any information that is a public record of when such disclosure is pursuant to the order of a court of competent jurisdiction. As required by N.C.G.S. 136-1.11, the assumptions and methodologies used by the County in any economic impact analysis for this Agreement shall be public record.

- l. Notice: Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx, or United States Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States Mails, if sent by certified mail, return receipt requested, in each case to the respective address of the Company and the County listed below, of those other addresses of which either party give the other party written notice:

County: Lynn Austin, County Manager, Room No. 11, Yancey County Courthouse, Burnsville, NC 28714 (828) 682-3971  
[lynn.austin@yanceycountync.gov](mailto:lynn.austin@yanceycountync.gov)

Company: Neil W Blackmon, Counsel for Paradigm Energy,-  
[nblackmon@sandbergphoenix.com](mailto:nblackmon@sandbergphoenix.com).

- m. Binding effect and Certification: Subject to the specific provisions of this Agreement, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance. This Agreement is conditioned upon it being certified as having been pre-audited in order to comply with the budgetary accounting requirements (if any) that apply under the Local Government Budget and Fiscal Control Act (N.C.G.S. Chapter 159, Art. 3), or otherwise. Such certification is set forth at the end of this Agreement, and the Finance Officer for the County must sign it.
- n. Liability of Officers and Agents: No official, officer, agent or employee of the County or the Company will be subject to any personal liability of accountability by reason of the execution or performance of this Agreement, or any other documents related to the transactions contemplated by this Agreement. Such officials, officers, agents, or employees will be deemed to execute such documents in their official capacities only, and not in their

individual capacities. This section will not relieve any such official, officer, agent or employee from the performance of any official duty provided for or authorized by law.

- o. Publicity: Except as required by law, and unless otherwise agreed by the County and the Company, the County will make no public announcement of the parties entering into this Agreement of the terms and conditions of the Agreement without prior written consent of the Company.
- p. Execution, Third Party, Construction, Assignment, Severability:
  - 1. Execution in Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.
  - 2. No Third Party: Except as expressly provided in this Agreement, there are no third-party beneficiaries of this Agreement. All Exhibits attached to this Agreement are incorporated into this Agreement by reference.
  - 3. Construction of Terms: The terms “include” and “including” in this Agreement will not be construed to be limiting. Agreement may not be amended except by a written Amendment that both parties sign. This Agreement is the entire Agreement of the parties regarding the subject matter and supersedes all prior and contemporaneous understandings.
  - 4. Severability: If any provision of this Agreement shall be determined to be unenforceable, that determination shall not affect any other provision of this Agreement.
- q. E-Verify: Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- r. Iran Divestment Act Certification: Company certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Company shall not utilize in the performance of the Agreement and the Development Plan any contractor or subcontractor that is identified on the Final Divestment List.

(This space is intentionally blank. Signature of parties are on the following page)

IN WITNESS WHEREOF, the County and the Company have caused this instrument to be executed by their duly authorized officers this day and year first above written.

**YANCEY COUNTY**

**ATTEST:**

Morgan West  
Clerk to the Board Yancey County Board of Commissioners

By: Jay White  
Chairman Yancey County Board of Commissioners

**PARADIGM ENERGY & STORAGE, LLC**

By: CA McE  
President/Vice-President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Brandi Burkson  
Finance Officer

Approved as to Form:

Dmy J Laws  
County Attorney

**EXHIBIT A**

**QUALIFIED JOB CREATION**

<b>Year-end Dec. 31</b>	<b>Baseline Employees</b>	<b>New Employees Added in Year</b>	<b>Total Cumulative Employees</b>
<b>2025</b>	0	0	0
<b>2026</b>	0	100	100
<b>2027</b>	0	50	150
<b>2028</b>	0	0	150
<b>2029</b>	0	0	150
<b>2030</b>	0	0	150
<b>2031</b>	0	0	150
<b>2032</b>	0	0	150
<b>2033</b>	0	0	150
<b>2034</b>	0	0	150
<b>Total at Natural Termination of Agreement</b>	0	0	150

EXHIBIT B

PROPERTY INVESTMENT PLAN

Column1	2025	2026	2027	2028	2029	2030	2031
Real Property	\$ 75,000,000.00	\$ 50,000,000.00	\$ 50,000,000.00	\$ -	\$ -	\$ -	\$ -
Personal Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Investment	\$ 75,000,000.00	\$ 125,000,000.00	\$ 175,000,000.00	\$ 175,000,000.00	\$ 175,000,000.00	\$ 175,000,000.00	\$ 175,000,000.00
Taxes Generated	\$ 390,000.00	\$ 650,000.00	\$ 910,000.00	\$ 910,000.00	\$ 910,000.00	\$ 910,000.00	\$ 910,000.00
Cumulative Tax Generated	\$ 390,000.00	\$ 1,040,000.00	\$ 1,950,000.00	\$ 2,860,000.00	\$ 3,770,000.00	\$ 4,680,000.00	\$ 5,590,000.00

	2032	2033	2034
\$	\$ -	\$ -	\$ -
\$	\$ -	\$ -	\$ -
\$	\$ 175,000,000.00	\$ 175,000,000.00	\$ 175,000,000.00
\$	\$ 910,000.00	\$ 910,000.00	\$ 910,000.00
\$	\$ 7,410,000.00	\$ 8,320,000.00	\$ 8,320,000.00

## EXHIBIT "C"

**BEGINNING** on a 32-inch black oak, said beginning corner being the same as the beginning corner of Yancey County Deed Book 547, Page 135 and also being a common corner to Walter B. Noble, Jr., et. ux., (Yancey County Deed Book 574, Page 135) and Vhonda L. Blankenship, et. ux., (Yancey County Deed Book 289, Page 268); and runs thence from said beginning point with the Blankenship line S 11 27 10 E 51.86 feet to an existing iron, S 05 b33 07 E 165.10 feet to an existing iron, S 08 23 47 E 378.51 feet to an existing bolt; thence leaving the Blankenship line and running with the line of Roy T. Laughrun, et. ux., (Yancey County Deed Book 298, Page 497) and then the line of Jeffrey B. Fox, et. ux., (Yancey County Deed Book 192, Page 353) N 83 19 39 W 71.50 feet to an existing iron, N 83 32 27 W 71.50 feet to a set iron, S 07 57 33 W 436.99 feet to a set iron, S 13 27 33 W 384.85 feet to an existing iron; thence with the line of Alan E. Styles, et. ux., (Yancey County Deed Book 362, Page 328), S 13 27 33 W 139.90 feet to an existing iron; thence with the line of Roy Laughrun, et. ux., (Yancey County Deed Book 134, Page 506) S 13 27 05 W 226.34 feet to an existing iron; thence with the lone of Faye W. Fox (Yancey County Deed Book 134, Page 504) S 12 28 34 W 317.77 feet to an existing iron, S 17 48 39 E 70.24 feet to an existing iron at a utility pole; thence with the line of Patricia Ann Boone (Yancey County Deed Book 323, Page 213) S 17 48 40 E 158.71 feet to a 20 inch locust, S 17 48 40 E 98.71 feet to a set iron; thence with the line of various cemeteries and then the line of West Burnsville Baptist Church (Yancey County Deed Book 294, Page 215), S 64 45 26 W 125.73 feet to a set iron, S 12 13 17 E 53.95 feet to s set iron, S 20 36 18 E 140.22 feet to a set iron, S 12 30 02 E 51.92 feet to a set iron, S 05 16 09 W 526.68 feet to an existing iron set at or near the western margin of West Burnsville Church Road, NCSR 1375;thence with the line of Carl J. Smith, et. ux., (Yancey County Deed Book 157, Page 101) S 78 17 19 W 198.65 feet to an existing axle (said axle being located N 72 51 26 E 252.58 feet from the southeasternmost corner of the one story frame house situated on the herein described property; thence continuing with the Smith line S 05 06 41 W 219.92 feet to an existing axle; thence with the line of Dallie Durwood Baggett (Yancey County Deed Book 152, Page 191) S 04 59 48 W 219.65 feet to an existing axle; thence with the line of Sidney W. Zullinger (Yancey County Deed Book 249, Page 660) S 07 46 38 E 209.93 feet to an existing axle, S 07 46 38 E 19.47 feet to a set iron in the northern margin of the right of way for US Highway 19E;thence with the right of way for said roadway N 87 30 19 W 183.93 feet to a set iron, N 81 30 25 W 111.89 feet to a set iron, N 81 30 25 W 11.89 feet to a set iron in the center of a gravel drive; N 81 30 25 W 52.13 feet to a point in the centerline of a branch (said point being located S 8 30 25 E 11.28 feet from a concrete right of way marker; thence leaving the right of way for US Highway 19E and running up and with an existing branch and the line of Bryant's Land & Development Industries, Inc., (Yancey County Deed Book 392, Page 29; Plat Book 1, Page 140B) the following courses and distances N 06 58 58 W 28.86 feet, N 07 15 18 W 20.28 feet, N 12 26 04 W 71.94 feet, N 00 19 28 W 150.86 feet, N 05 22 18 W 63.35 feet, N 02 21 38 W 105.1 feet, N 03 02 27 E 67.37 feet, N 13 12 50 W 72.88 feet, N 14 23 51 W 98.58 feet to a point in said branch; thence continuing up and with the centerline of said branch and various lots as shown on those plats recorded at Plat Book 1, Page 160B and Plat Book 1, Page 139B, N 22 00 30 E 41.23 feet, N 04 36 09 W 25.01feet, N 43 29 10 E 56.92 feet, N 16 26 48 E 52.97 feet, N 07 51 36 W 60.00 feet, N 07 51 36 W 93.55 feet, N 01 58 53 W 115.04 feet, N04 01 01 E 123.74 feet, N 53 51 34 W 20.58 feet, N 10 47 45 E 39.43 feet, N 03 30 47 W 73.00 feet, N 13 16 05 E 34.84 feet, N 07 39 01 W 55.13 feet; thence leaving the branch and continuing to run with the lots referenced in the hereinabove plats, N 86 41 43 W

10.66 feet to an existing iron, N 86 41 43 W 38.53 feet to an existing iron, N 77 31 45 W 39.11 feet to an existing iron, N 17 29 01 W 130.82 feet to an existing iron, N 17 34 03 W 253.06 feet to an existing iron, N 16 23 41 W 48.49 feet to an existing iron, N 17 27 43 W 54.07 feet to an existing iron, N 17 27 42 W 141.20 feet to an existing iron, N 17 27 43 W 140.34 feet to an existing iron, N 17 27 43 W 185.73 feet to an existing iron, N 12 38 47 W 200.40 feet to an existing iron; thence with the line of Jack L. Wilson, Jr., (Yancey County Deed Book 575, Page 246) N 05 01 00 E 686.06 feet to a 12 inch maple; thence with the line of Lot 1 as shown at Plat Book 1, Page 139B), N 26 16 21 E 104.86 feet to a 36 inch hickory, N 23 43 43 E 103.79 feet to an existing iron; thence with a ridge and the line of Frank L. Ballard, et. ux., (Yancey County Deed Book 189, Page 21) and then the line of George McIntosh, et. ux., (Yancey County Deed Book 116, Page 220), N 35 02 16 E 344.00 feet to a set iron, N 31 57 58 E 195.84 feet to a set iron, N 46 33 38 E 67.74 feet to a 14 inch sourwood, N 45 24 11 E 75.56 feet to a set iron, N 28 33 27 E 87.81 feet to a set iron, N 17 01 00 E 297.39 feet to a set iron, N 40 14 05 E 189.84 feet to a 16 inch white oak, N 41 40 31 E 127.58 feet to a 14 inch chestnut oak; thence leaving the ridge and with the line of Janet Sue O'Dell, et. ux., (Yancey County Deed Book 359, Page 46) S 65 23 19 E 234.25 feet to a set iron; thence with the line of Frank E. Horton, (Yancey County Deed Book 148, Page 145) S 65 23 19 E 233.53 feet to an existing iron; thence with the Noble line S 02 50 09 E 318.66 feet to a 20 inch walnut, S 05 45 12 E 211.26 feet to the point of BEGINNING, containing 84.505 acres, more or less, and being the same lands as shown in a survey entitled "A survey for Ordie Brown Heirs", prepared by James R. Hughes, PLS, L-3515, of Jim Hughes & Associates, P.A., dated 23 June, 2008, last revised 10 March, 2009 and having a job file no. of 08045-C-295.

**THIS CONVEYANCE** is made **SUBJECT TO** the easement to FBEMC as recorded at Yancey County Deed Book 124, Page 522.

**THIS CONVEYANCE** is made **SUBJECT TO** easement and road right of way for US Highway 19E, including, without limitation, those conveyances recorded at Yancey County Deed Book 134, Page 466, Yancey County Deed Book 141, Page 71, and Yancey County Deed Book 630, Page 386.

**THIS CONVEYANCE** is **SUBJECT TO** easement and road right of way for West Burnsville Church Road NCSR 1375 to its full and legal width.

**TITLE REFERENCE:** See Yancey County Deed Book 243, Page 60, Estate of Ordie Brown, 04 E 38, Office of Clerk of Superior Court for Yancey County, Yancey County Deed Book 648, Page 394 and Yancey County Deed Book 776, Page 645.

**THIS CONVEYANCE** is made **SUBJECT TO** and **CONDITIONED** on the Grantee's full compliance with and to the terms and provisions of the Economic Incentive Agreement dated 5 February 2025, a copy of which is attached hereto as Exhibit " B" and incorporated herein as if set forth in full herein.

**Exhibit "D"**  
**(Development Plan)**

## **Business Model**

### **Overview**

Paradigm Energy & Storage LLC is an innovative and forward-thinking company poised to revolutionize the energy sector in North Carolina. As an upcoming unlaunched business, we offer a unique blend of direct energy solutions through both online platforms and a physical location. Our operations are supported by a resolute team of seventy-five skilled employees, all committed to delivering cutting-edge energy solutions to our diverse clientele. Our strategic focus is two key customer segments: high-income data AI centers and medium-income municipalities. These segments are integral to our vision of providing tailored energy solutions that optimize efficiency and reduce operational costs.

### **Company Origins**

Paradigm Energy & Storage, LLC was conceived from a vision to address the growing need for sustainable and efficient energy solutions in North Carolina. Our conception was driven by a commitment to harness advanced technologies to meet the dynamic energy demands of the region. We identified a gap in the market for comprehensive energy management solutions that cater to both commercial and municipal needs. This led to the development of our core offerings: smart grid technology, battery storage systems, demand response programs, and peak-load management strategies. Each product and service has been meticulously designed to provide our customers with the tools they need to manage energy consumption effectively.

### **Competitive Advantage**

Our competitive edge lies in our ability to leverage innovative technology to enhance energy efficiency for our customers. We pride ourselves on our adaptability, continuously refining our services to keep pace with the evolving energy landscape in North Carolina. Our smart grid technology offers real-time data analysis, enabling users to optimize energy consumption and reduce costs.

Our battery storage systems are built with advanced technology to ensure durability and performance, catering to both commercial and municipal

## **Exhibit “D” (Development Plan)**

needs. Demand response programs and peak load management strategies further demonstrate our commitment to stabilizing the grid and lowering energy costs. Moreover, we maintain strong relationships with our clients, fostering loyalty and ensuring repeat business, which is a testament to our dedication to customer satisfaction.

### **Financial Summary**

Paradigm Energy & Storage is projected to achieve a robust financial performance, with an expected revenue of \$12,000,000. Our financial model is supported by a strong anticipated growth rate of 45%, reflecting the increasing demand for our innovative energy solutions. This growth is driven by our strategic focus on high-income data AI centers and medium-income municipalities, which are expected to contribute significantly to our revenue streams. Our financial strategy is underpinned by a commitment to cost, ensuring sustainable growth and profitability for the future. Our financial outlook remains optimistic, positioning Paradigm Energy & Storage as a leader in the energy sector of North Carolina with effective operations and continuous investment in technology and talent.

### **Situation Analysis**

#### **Industry Overview**

The energy sector is undergoing a transformative shift, driven by technological advancements and a growing emphasis on sustainability. As we prepare to launch Paradigm Energy & Storage, we recognize our role in this dynamic landscape, particularly in North Carolina, where the demand for innovative energy solutions is on the rise. The integration of renewable energy sources into the grid is becoming increasingly prevalent, necessitating the adoption of smart technologies that can manage and optimize energy consumption. According to the U.S. Energy Information Administration (USEIA), renewable energy sources such as solar and wind accounted for approximately 19 percent of total U.S. electricity generation in 2020, highlighting the significant potential for growth in this sector. Our focus on smart grid technology positions us at the forefront of this evolution. Smart grids enhance the efficiency and reliability of electricity distribution, allowing for real-time data analysis and improved decision-

**Exhibit “D”**  
**(Development Plan)**

making. This technology not only reduces operational costs for users but also plays a crucial role in integrating renewable energy sources into the grid.

As the demand for energy continues to rise, particularly during peak periods, our smart grid solutions will be essential in ensuring a stable and efficient energy supply. Furthermore, the battery storage systems we offer are destined to address the critical need for energy storage solutions that can support both commercial and municipal needs. The National Renewable Energy Laboratory (NREL) has indicated that energy storage capacity in the U.S. is expected to grow significantly, driven by the increasing deployment of renewable energy technologies. Our advanced battery storage solutions will provide durability and performance, enabling customers to store excess energy generated during off-peak times for use during peak-demand periods.

In addition to smart grid technology and battery storage, our demand response programs are designed to empower customers to manage their energy usage more effectively. By incentivizing users to reduce or shift their energy consumption during peak demand, we contribute to grid stability and help lower overall energy costs. This approach not only benefits individual customers but also supports the broader energy ecosystem by reducing strain on the grid during high-demand periods. Our peak load management strategies further enhance our service offerings, integrating advanced analytics to tailor solutions that meet the specific energy needs of our customers in North Carolina. This comprehensive approach positions Paradigm Energy & Storage as a vital player in the evolving energy landscape, ensuring that we are well-equipped to meet the challenges and opportunities that lie ahead.

### **Key Market Trends**

- The rise of renewable energy adoption is reshaping the energy landscape, with states like North Carolina leading the charge in implementing solar and wind energy projects. This trend is expected to continue, driven by both environmental considerations and technological advancements.

## **Exhibit “D” (Development Plan)**

- Smart grid technology is becoming increasingly critical as utilities and energy providers seek to enhance grid reliability and efficiency. The integration of real-time data analytics allows for better energy management and helps to accommodate the growing influx of renewable energy sources.
- Battery storage solutions are gaining traction as a necessary component of modern energy systems. With advancements in battery technology, the ability to store energy for later use is becoming more accessible, enabling greater flexibility in energy consumption and distribution.
- Demand response programs are emerging as a key strategy for managing peak energy loads. By incentivizing customers to adjust their energy usage during high-demand periods, these programs contribute to grid stability and help mitigate the need for additional power generation capacity.
- Increased focus on sustainability and energy efficiency is prompting businesses and municipalities to invest in innovative energy solutions. This shift is not only driven by regulatory requirement but also by the desire to reduce operational costs and environmental impact.

## **SWOT ANALYSIS**

### **Strengths**

- **Innovative Technology:** We leverage cutting-edge smart grid technology that enables real-time data analysis. This allows our customers to optimize their energy consumption, leading to reduced operational costs and enhanced energy efficiency. Our commitment to innovation positions us as a leader in energy solutions.
- **Adaptability:** our ability to continuously adapt our services to meet the evolving energy landscape in North Carolina sets us apart. As regulations and technologies change, we remain agile, ensuring that we can provide relevant and effective solutions to our clients.

## **Exhibit "D"** **(Development Plan)**

- **Strong Customer Relationships:** We prioritize maintaining strong relationships with our clients, fostering loyalty and encouraging repeat business. Our customer-centric approach ensures that we not only meet but exceed client expectations, which is crucial for long-term success.
- **Diverse Product Offerings:** Our portfolio includes smart grid technology, battery storage systems, demand response programs, and peak load management strategies. This diversity allows us to cater to various energy needs, making us a one-stop solution for our customers.
- **Skilled Workforce:** With a planned workforce of seventy-five employees, we are committed to hiring skilled professionals who are enthusiastic about energy solutions. Our team's expertise will drive our customer satisfaction.

### **Weaknesses**

- **Market Entry Challenges:** As an upcoming unlaunched business, we may face initial challenges in establishing our brand and gaining market share in North Carolina. However, we plan to implement targeted marketing strategies and leverage our innovative technology to quickly build recognition and trust among potential customers.
- **Limited Brand Recognition:** Being a new player in the energy sector, we may initially struggle with brand recognition compared to established competitors. To mitigate this, we will focus on creating strong partnerships and utilizing customer testimonials to build credibility and visibility in the market.

### **Opportunities**

- **Growing Demand for Renewable Energy:** The increasing shift towards renewable energy sources presents a significant opportunity

## **Exhibit “D” (Development Plan)**

for us. As more consumers and businesses seek sustainable energy solutions, we can position our products and services to meet this demand effectively.

- **Government Incentives:** Various government programs and incentives aimed at promoting energy efficiency and sustainability can benefit our business. By staying informed about these opportunities, we can leverage them to enhance our offerings and attract more customers.
- **Technological Advancement:** The rapid advancement of technology in the energy sector opens doors for us to continuously improve our services. We can invest in research and development to enhance our smart grid technology and battery storage systems, staying ahead of the competition.
- **Increased Awareness of Energy Efficiency:** As consumers become more aware of the importance of energy efficiency, we have the opportunity to educate our target market about our offerings. This growing awareness can lead to increased demand for our service, allowing us to capture a larger market share.

### **Threats**

- **Intense Competition:** The energy sector is highly competitive, with established players and new entrants vying for market share. To address this threat, we will focus on differentiating our services through innovation and exceptional customer service, ensuring that we stand out in the marketplace.
- **Regulatory Changes:** Changes in regulations affecting the energy sector could pose challenges for our business. However, we will stay proactive by monitoring regulatory development and adapting our business practices accordingly to remain compliant and competitive.

### **Marketing**

**Exhibit “D”  
(Development Plan)**

## **Business Objectives**

### **Short-Term Objectives**

- Establish a robust online presence through a user-friendly website and active social media engagement within the first year, aiming to attract a minimum of 5,000 unique visitors monthly.
- Launch an introductory marketing campaign focused on smart-grid technology and battery storage systems within the first 18 months, targeting local businesses and municipalities in North Carolina to generate at least one-hundred leads.
- Develop partnerships with at least three local renewable energy organizations within the first year to enhance brand visibility and credibility in the community.
- Implement customer feedback mechanisms within the first 12 months to collect insights on service offerings, aiming for a minimum response rate of 20% from initial customers to inform service adaptations.

### **Medium-Term Objectives**

- Achieve a customer retention rate of at least 75% within three years by enhancing customer service and establishing loyalty programs that reward repeat business.
- Expand our product offerings to include at least two additional energy efficiency solutions within four years, based on market research and customer demand.
- Implement advanced analytics tools within four years to optimize our peak load management strategies, aiming to improve energy efficiency for our customers by at least 15%.

**Exhibit "D"**  
**(Development Plan)**

- Increase market share to 10% in North Carolina within five years by leveraging innovative marketing strategies and enhancing our service delivery to meet evolving customer needs.
- Implement advanced analytics tools within four years to optimize our peak load management strategies, aiming to improve energy efficiency for our customers by at least 15 %.

**Long-Term Objectives**

- Position the company as a leading provider of energy solutions in North Carolina within seven years, achieving recognition in industry publications and securing at least three major awards for innovation and sustainability.
- Expand operations to at least two additional states within eight years, establishing a strong presence in the Southeastern U.S. and adapting our services to meet regional energy needs.
- Achieve a net profit margin of at least 20% within ten years by continuously refining operational efficiencies and expanding our customer base through strategic partnerships and innovative product offerings.
- Invest in research and development to introduce groundbreaking energy technologies within ten years, aiming to launch at least one new product that significantly enhances energy efficiency in the market.

**Exhibit “D”  
(Development Plan)**

## **Segmentation, Targeting, and Position**

- **Data AI Centers**
- **Demographics:** High-income organizations focused on technology and data processing. Medium-income public sector entities responsible for providing services to local communities
- **Customer Needs:** Require advanced energy solutions to optimize operational costs and ensure dependable energy supply.
- **Purchasing Behavior:** Likely to invest in cutting-edge technology that offers long-term savings and efficiency, often through strategic partnerships or contracts.

## **Job Creation Estimates**

<b>Job Type</b>	<b>Salary Range</b>	<b>Number</b>
Construction	\$52,000 - \$ 85,000	20 - 40
Robotics & Engineering	\$71,000 - \$250,000	30
Energy Sales	\$50,000 - \$125,000	30
Energy Field Technician	\$52,000 - \$ 85,000	25 - 70
Administrative	\$ 52,000 - \$165,000	10 - 25
Maintenance	\$ 65,000	5

**Exhibit "D"**  
**(Development Plan)**

## **Development Plan / Costs / Implementation**

- **Solar Grid Integration (30MW):** Complete solar systems installed. Panel, array, liquid cool transmission systems, battery transport, charging technologies to create independent power generation. Total Cost: 71,000,000.00
- **EV Center:** Buildings that generate energy transfer from solar array and grid integration to battery technology, house power. Total Cost: 18,000,000.00
- **EV Storage:** Battery storage and panel breakdown storage areas. These areas are to protect investment from natural disasters and be available for transport offsite as needed. Total Cost: 9,000,000.00
- **Generators:** Made up of CNG, fossil fuels, solar generation, equipment, and installation. Total Cost: 27,000,000.00
- **Site Development:** All site infrastructure and development items to fully furnish site retaining walls, road expansion, cut and fill, parking areas, roadways, future expansion. Total Cost: 14,000,000.00
- **Renewable Showcase Cottage:** This will be for potential businesses, state operations, and partners to utilize while in town to view the current and future Paradigm E&S business plans. Also, to showcase an optics of how energy is created and transferred. Total Cost: 3,000,000.00
- **Headquarters:** This represents the cost to construct a 35,000,000 sqft corporate office for employees, future business partners, trade / college internships, and job creation. (Please refer to Exhibit A outlining full details) Total Cost: 12,500,000.00
- **Renewable Showcase Cottage:** This will be for potential businesses, state operations, and partners to utilize while in town to view the current and future Paradigm E&S business plans. Also, to showcase an optics of how energy is created and transferred. Total Cost: 3,000,000.00

**Exhibit "D"**  
**(Development Plan)**

- **Demo:** Complete demolition of existing structures onsite, tree clearing, and haul off / removal. Total Cost: 3,500,000.00
  
- **Residential Housing:** Development of residential workforce housing, with a clubhouse, and site amenities. Total Cost: 14,000,000.00
  
- **Total Development Plan: 175,000,000.00**

**EXHIBIT "F"**

This instrument was prepared by Donny J. Laws, Attorney at Law, P.O. Box 397, Burnsville, NC, 28714, without review or examination of the title to the hereinafter described property and no opinion or representations are being made, either express or implied as to marketability of the same, by said attorney.

**NORTH CAROLINA NON-WARRANTY DEED**

**PIN: 081002760086000**

**THIS DEED** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

<b>GRANTOR(S)</b>	<b>GRANTEE(S)</b>
<b>YANCEY COUNTY, a Body Politic and Corporate</b>	<b>PARADIGM ENERGY &amp; STORAGE, LLC, a Florida Limited Liability Company</b>

The designation Grantor(s) and Grantee(s) as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH**, that for good and valuable consideration paid by Grantee(s), the receipt and legal sufficiency of which is hereby acknowledged, Grantor(s) by this Deed does hereby grant, bargain, sell and convey to Grantee(s), in fee simple, all that certain lot, parcel of land or condominium unit in the Burnsville Township, Yancey County, North Carolina and more particularly described as follows (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by reference as if the same were fully set forth herein.

**TO HAVE AND TO HOLD** the Property and all privileges and appurtenances thereto belonging to Grantee(s) in fee simple. Grantor(s) makes no warranty of title to the Property.

**SUBJECT TO** easements, rights of way, encumbrances, and restrictive covenants, if any.

**IN WITNESS WHEREOF**, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Commissioners, the day and year first above written.

\_\_\_\_\_(SEAL)  
Chairman  
Yancey County Board of Commissioners

SEAL-STAMP	<b>NORTH CAROLINA, YANCEY County</b>
	I, _____ a Notary Public of the County and State aforesaid, certify that _____, the Chairman of the Yancey County Board of Commissioners, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument as the true act and deed of the said public body per authorization given him by action of such body's governing board, pursuant to law. Witness my hand and official stamp or seal, this ____ day of January, 2025.
	_____ Notary Public
	My commission expires: _____

## EXHIBIT "A"

**BEGINNING** on a 32-inch black oak, said beginning corner being the same as the beginning corner of Yancey County Deed Book 547, Page 135 and also being a common corner to Walter B. Noble, Jr., et. ux., (Yancey County Deed Book 574, Page 135) and Vhonda L. Blankenship, et. ux., (Yancey County Deed Book 289, Page 268); and runs thence from said beginning point with the Blankenship line S 11 27 10 E 51.86 feet to an existing iron, S 05 b33 07 E 165.10 feet to an existing iron, S 08 23 47 E 378.51 feet to an existing bolt; thence leaving the Blankenship line and running with the line of Roy T. Laughrun, et. ux., (Yancey County Deed Book 298, Page 497) and then the line of Jeffrey B. Fox, et. ux., (Yancey County Deed Book 192, Page 353) N 83 19 39 W 71.50 feet to an existing iron, N 83 32 27 W 71.50 feet to a set iron, S 07 57 33 W 436.99 feet to a set iron, S 13 27 33 W 384.85 feet to an existing iron; thence with the line of Alan E. Styles, et. ux., (Yancey County Deed Book 362, Page 328), S 13 27 33 W 139.90 feet to an existing iron; thence with the line of Roy Laughrun, et. ux., (Yancey County Deed Book 134, Page 506) S 13 27 05 W 226.34 feet to an existing iron; thence with the lone of Faye W. Fox (Yancey County Deed Book 134, Page 504) S 12 28 34 W 317.77 feet to an existing iron, S 17 48 39 E 70.24 feet to an existing iron at a utility pole; thence with the line of Patricia Ann Boone (Yancey County Deed Book 323, Page 213) S 17 48 40 E 158.71 feet to a 20 inch locust, S 17 48 40 E 98.71 feet to a set iron; thence with the line of various cemeteries and then the line of West Burnsville Baptist Church (Yancey County Deed Book 294, Page 215), S 64 45 26 W 125.73 feet to a set iron, S 12 13 17 E 53.95 feet to s set iron, S 20 36 18 E 140.22 feet to a set iron, S 12 30 02 E 51.92 feet to a set iron, S 05 16 09 W 526.68 feet to an existing iron set at or near the western margin of West Burnsville Church Road, NCSR 1375;thence with the line of Carl J. Smith, et. ux., (Yancey County Deed Book 157, Page 101) S 78 17 19 W 198.65 feet to an existing axle (said axle being located N 72 51 26 E 252.58 feet from the southeasternmost corner of the one story frame house situated on the herein described property; thence continuing with the Smith line S 05 06 41 W 219.92 feet to an existing axle; thence with the line of Dallie Durwood Baggett (Yancey County Deed Book 152, Page 191) S 04 59 48 W 219.65 feet to an existing axle; thence with the line of Sidney W. Zullinger (Yancey County Deed Book 249, Page 660) S 07 46 38 E 209.93 feet to an existing axle, S 07 46 38 E 19.47 feet to a set iron in the northern margin of the right of way for US Highway 19E;thence with the right of way for said roadway N 87 30 19 W 183.93 feet to a set iron, N 81 30 25 W 111.89 feet to a set iron, N 81 30 25 W 11.89 feet to a set iron in the center of a gravel drive; N 81 30 25 W 52.13 feet to a point in the centerline of a branch (said point being located S 8 30 25 E 11.28 feet from a concrete right of way marker; thence leaving the right of way for US Highway 19E and running up and with an existing branch and the line of Bryant's Land & Development Industries, Inc., (Yancey County Deed Book 392, Page 29; Plat Book 1, Page 140B) the following courses and distances N 06 58 58 W 28.86 feet, N 07 15 18 W 20.28 feet, N 12 26 04 W 71.94 feet, N 00 19 28 W 150.86 feet, N 05 22 18 W 63.35 feet, N 02 21 38 W 105.1 feet, N 03 02 27 E 67.37 feet, N 13 12 50 W 72.88 feet, N 14 23 51 W 98.58 feet to a point in said branch; thence continuing up and with the centerline of said branch and various lots as shown on those plats recorded at Plat Book 1, Page 160B and Plat Book 1, Page 139B, N 22 00 30 E 41.23 feet, N 04 36 09 W 25.01feet, N 43 29 10 E 56.92 feet, N 16 26 48 E 52.97 feet, N 07 51 36 W 60.00 feet, N 07 51 36 W 93.55 feet, N 01 58 53 W 115.04 feet, N04 01 01 E 123.74 feet, N 53 51 34 W 20.58 feet, N 10 47 45 E 39.43 feet, N 03 30 47 W 73.00 feet, N 13 16 05 E 34.84 feet, N 07 39 01 W 55.13 feet; thence leaving the branch and continuing to run with the lots referenced in the hereinabove plats, N 86 41 43 W

10.66 feet to an existing iron, N 86 41 43 W 38.53 feet to an existing iron, N 77 31 45 W 39.11 feet to an existing iron, N 17 29 01 W 130.82 feet to an existing iron, N 17 34 03 W 253.06 feet to an existing iron, N 16 23 41 W 48.49 feet to an existing iron, N 17 27 43 W 54.07 feet to an existing iron, N 17 27 42 W 141.20 feet to an existing iron, N 17 27 43 W 140.34 feet to an existing iron, N 17 27 43 W 185.73 feet to an existing iron, N 12 38 47 W 200.40 feet to an existing iron; thence with the line of Jack L. Wilson, Jr., (Yancey County Deed Book 575, Page 246) N 05 01 00 E 686.06 feet to a 12 inch maple; thence with the line of Lot 1 as shown at Plat Book 1, Page 139B), N 26 16 21 E 104.86 feet to a 36 inch hickory, N 23 43 43 E 103.79 feet to an existing iron; thence with a ridge and the line of Frank L. Ballard, et. ux., (Yancey County Deed Book 189, Page 21) and then the line of George McIntosh, et. ux., (Yancey County Deed Book 116, Page 220), N 35 02 16 E 344.00 feet to a set iron, N 31 57 58 E 195.84 feet to a set iron, N 46 33 38 E 67.74 feet to a 14 inch sourwood, N 45 24 11 E 75.56 feet to a set iron, N 28 33 27 E 87.81 feet to a set iron, N 17 01 00 E 297.39 feet to a set iron, N 40 14 05 E 189.84 feet to a 16 inch white oak, N 41 40 31 E 127.58 feet to a 14 inch chestnut oak; thence leaving the ridge and with the line of Janet Sue O'Dell, et. ux., (Yancey County Deed Book 359, Page 46) S 65 23 19 E 234.25 feet to a set iron; thence with the line of Frank E. Horton, (Yancey County Deed Book 148, Page 145) S 65 23 19 E 233.53 feet to an existing iron; thence with the Noble line S 02 50 09 E 318.66 feet to a 20 inch walnut, S 05 45 12 E 211.26 feet to the point of BEGINNING, containing 84.505 acres, more or less, and being the same lands as shown in a survey entitled "A survey for Ordie Brown Heirs", prepared by James R. Hughes, PLS, L-3515, of Jim Hughes & Associates, P.A., dated 23 June, 2008, last revised 10 March, 2009 and having a job file no. of 08045-C-295.

**THIS CONVEYANCE** is made **SUBJECT TO** the easement to FBEMC as recorded at Yancey County Deed Book 124, Page 522.

**THIS CONVEYANCE** is made **SUBJECT TO** easement and road right of way for US Highway 19E, including, without limitation, those conveyances recorded at Yancey County Deed Book 134, Page 466, Yancey County Deed Book 141, Page 71, and Yancey County Deed Book 630, Page 386.

**THIS CONVEYANCE** is **SUBJECT TO** easement and road right of way for West Burnsville Church Road NCSR 1375 to its full and legal width.

**TITLE REFERENCE:** See Yancey County Deed Book 243, Page 60, Estate of Ordie Brown, 04 E 38, Office of Clerk of Superior Court for Yancey County, Yancey County Deed Book 648, Page 394 and Yancey County Deed Book 776, Page 645.

**THIS CONVEYANCE** is made **SUBJECT TO** and **CONDITIONED** on the Grantee's full compliance with and to the terms and provisions of the Economic Incentive Agreement dated 5 February 2025, a copy of which is attached hereto as Exhibit " B" and incorporated as if set forth in full herein.

**NORTH CAROLINA**

**YANCEY COUNTY**

**ECONOMIC DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made and entered this the 5th of February 2025 by and between the County of Yancey, a body politic, organized and existing under the laws of and a political subdivision of the State of North Carolina (hereinafter "County") and Paradigm Energy & Storage, LLC, a Florida Limited Liability Company (hereinafter "Company"); with all parties being collectively referred to as "the parties"; thus

**WITNESSETH:**

**THAT WHEREAS**, the Company desires to develop an innovative energy production facility and Company headquarters located in Yancey County, North Carolina, (hereinafter "Project") which Project is projected to involve the expenditure of approximately one hundred and seventy-five million dollars and 00/100 (\$175,000,000.00) over a period of three (3) years and result in the creation of one hundred fifty (150) qualified jobs within two (2) years; and

**WHEREAS**, the County presently owns a certain tract of land more particularly described in a deed from Pamela Y. Zullinger et al to Yancey County recorded at Yancey County Deed Book 884, Page 146, containing 84.505 acres, more or less, (hereinafter "the Property"); and

**WHEREAS**, the Company has deemed the Property to be well suited for the Project and also for which the Company has prepared preliminary plans for the Project and has approached the County about locating the Project on the Property; and

**WHEREAS**, the Company has indicated that assistance in the form of a transfer of the Property and recognition of tax revenue as consideration for the Property and other incentives as allowed under North Carolina law would induce the Company to locate the Project on the Property; and

**WHEREAS**, pursuant to Chapter 158 of the North Carolina General Statutes, the County has agreed after holding a public hearing on 30 December 2024, following Notice as required by law to provide certain incentives to the Company as more particularly described in this Agreement as an inducement to the Company to proceed with The Project and to facilitate the investment and creation of jobs in connection with the Project; and

**WHEREAS**, the County has determined based on data projections provided by the North Carolina Department of Commerce and other reliable sources that the Company's capital investment on the Property and the operation of the Project will generate substantial ad valorem tax revenues for the County and will result in the creation of a substantial number of jobs in the County that will pay at or above the median average wage in the County and these benefits constitute a material part of the financial basis for the County entering into this Agreement; and

**WHEREAS**, the Company acknowledges that the incentives provided herein was one of the key factors in the Company's decision to proceed with the Project and to make the investment and enter into this Agreement and that the Company would not have agreed to develop and operate the Project in the County without the valuable incentives provided by the County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Company, together with their heirs and assigns, do hereby agree as follows:

I: Defined Terms:

- a) "Project," means the Energy Production Facility and Company Headquarters to be constructed on the Property;
- b) "Property," means that tract of land containing 84.505 acres, more or less, as shown on Exhibit "C" attached hereto and incorporated herein by reference;
- c) "Contract Date," means the date on which this Agreement is fully executed by all parties;
- d) "Commencement Date," means the date on which the Company records the Deed to the Property;
- e) "Development Plan," means the Company's plan of development for the Property as set forth on Exhibit "D" attached hereto;
- f) "Qualified Job," means a permanent job paying at or above the median average annual wage for Yancey County as determined by the North Carolina Department of Commerce for the most recent period for which data is available; The current median average annual wage for Yancey County is 45,983.00.
- g) "Baseline Employment," means the number of employees, 0 employed by the Company as of the 1 January 2025
- h) "Baseline Valuation," means the current taxable valuation of the Property, and Personal property assessed by the Yancey County Tax Administrator as of January 1, 2025 prior to the investment contemplated in this Agreement.
- i) "Company." Paradigm Energy & Storage, LLC and includes its Affiliates, successors, and assigns.
- j) "Eligible Property," means (a) the Property (as defined in Exhibit "C" Legal Description of Real Property) and all improvements the Company or an Affiliate of the Company constructs or installs, or causes to be constructed or installed, at the Property including all buildings, building systems, and building improvements and (b) all personal property the Company or an Affiliate of the Company purchases or leases and installs, at or relocates to, the Property. Does not include property used or valued for the Baseline Valuation.
- k) "Inducement Grant." An economic development grant provided to Company for the purpose of securing the Company's location of its facility in Yancey

County, North Carolina on the Property in the form of a Deed to the Company for the Property which has a value of two million, six hundred and seventy-one thousand and 00/100 (\$2,671,000.00)

- l) "Deed," means the Deed by and between the Parties for the Property. (Exhibit "F")
- m) "Minimum Taxable Investment," means the aggregate Qualifying Expenditures made by the Company that Company anticipates will be made annually as reflected in Exhibit "B" and verified by the Yancey County Tax Assessor, which verification may be supplemented by proof of investment from Company at Company's discretion.
- n) "Personal Property," means all personal property the Company or an Affiliate owns or leases located at the Facility, including all (a) machinery and equipment, (b) furniture, furnishings, and fixtures, (c) property that is capitalized for federal or state income tax purposes, (d) all additions to any of the foregoing, and all replacements of any of the foregoing in excess of \$100,000.
- o) "Qualifying Expenditure," means all expenditures the Company, an Affiliate, or lessor to the Company or an Affiliate make for Eligible Property which is taxed in the County.
- p) "Tax" or "Taxes," means *Ad valorem* property tax levied on real and personal property located in the County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to *ad valorem* property tax the County levies on property.
- q) "Term" or "Full Term," means the duration of this Agreement meaning the date first above recorded through and including, unless otherwise delayed or extended, as may be agreed by the Parties in writing in advance and as permitted by this Agreement and applicable law.
- r) "Total Taxable Investment," means the taxable value of all Qualifying Expenditure made by Company in and to the Property (including personal property) as of December 31, 2027, shown in Exhibit "B".

II: Company Obligations:

- a) Improvements to Property: The Company shall construct or cause to be constructed certain improvements and facilities on the Property substantially as set forth in the Development Plan attached hereto as Exhibit "D". The facility and improvements shall be constructed in phases and within the times set forth in the Development Plan. The Company shall also, during the term of this Agreement, directly invest a Minimum Tax Investment annually in accordance with the Property Investment Plan, attached as Exhibit "B". The Company shall achieve the Total Taxable Investment by December 31, 2027. The Baseline Valuation shall be excluded from calculations to determine whether investment goals have been met.
- b) Job Creation: The Company will create a minimum of one hundred fifty (150) new permanent jobs (herein "Qualified Jobs) within Yancey County and maintain those jobs on the schedule as set forth in Exhibit "B". The Company

shall pay a median hourly wage for the Qualified Jobs at the Project that is above the then median average hourly wage paid in Yancey County. The term "median average hourly wage" is defined as the median average hourly wage for all insured industries in the County as determined the Employment Security Commission (currently determined by the North Carolina Department of Commerce) for the most recent period for which the data is available.

- c) Tax generation: The Company is expected to generate property tax revenue in the amount of Eight million, three hundred twenty thousand dollars and 00/100 (8,320,000.00) over its first ten (10) years of operation following the Commencement Date as set forth in Exhibit "B" attached hereto and incorporated herein as if set forth in full. It is recognized that these are revenue projections based on current tax rates and tax structure. These projected revenues will be taken into account by the County in determining the amount of consideration that it receives for the conveyance of the Property to the Company as allowed by NCGS 158-7.1(d)(2), together with the credit for Job Creation set forth on Exhibit "A".
- d) Commencement of Operation & Term of Obligations: Company shall complete the Project and commence full operation of the Project on or before December 31, 2027, and shall maintain the Obligations set forth hereinabove, as indicated on Exhibit "A" and Exhibit "B" through and until December 31, 2034.
- e) Other: 1. Permits: The Company shall obtain and maintain all permits and approvals required by federal, state and local law for the construction and operation of the proposed Improvements and the Project.  
2. Quarterly Reports: The Company shall provide the County with copies of all monthly, and/or quarterly tax and wage statements, at the time of filing, for the Company. Said statements and other documents may be necessary to allow the County to determine compliance with the Jobs Creation and Tax Revenue benchmarks.  
3. Fair Market Value of the Property: For the purposes of the sale or conveyance contemplated herein, it is acknowledged and agreed by the parties that the fair market value of the Property is Two Million Six Hundred Seventy-one Thousand and 00/100 (\$2,671,000.00).

### III: County Obligations:

a) Inducement Grant: County agrees to convey the Property to the Company pursuant to NCGS 158-7.1(d), subject to the terms and conditions provided for in this Agreement. Said conveyance shall be by Non-Warranty Deed as shown on Exhibit "F"; (hereinafter "Inducement Grant")\_The Company shall have no obligation to accept title to the Property unless and until (i) the Company is satisfied in all respects with its due diligence investigation of the Property, including, without limitation, all title, survey, geo technical and

environmental matters related thereto; (ii) the County is not in default of the performance of any covenant or agreement to be performed as of the date of closing by the County as set forth in this Agreement; and (iii) the Company has confirmed that its use of the Project Site for the Project will not violate any private restrictions, zoning ordinances, or governmental regulations then in effect on the date of closing. The Company shall have until and through 28 February 2025 to complete its due diligence described herein. If the Company determines that the conditions set forth above have not been satisfied, Company shall notify County and County shall have reasonable opportunity to satisfy said conditions. If the condition cannot be satisfied within thirty (30) days of the notice, the parties may agree upon a reasonable extension of said period, or this agreement may be terminated and/or modified. Once the Company has determined that the conditions set forth have been satisfied, the Company shall give notice to the County that it is ready to close on the conveyance of the Property. The County agrees to deliver the Deed to the Property within three (3) business days following receipt of the Notice. Company shall record the Deed in the Yancey County Registry on or before the third (3<sup>rd</sup>) business day following the closing. The date of the recording shall be the Commencement Date defined above.

During the due diligence period and prior to Deed transfer, the Company shall have reasonable access to the Property to perform its due diligence investigation and shall also be entitled to go upon the Property to conduct all site development activities.

The County and Company acknowledge that the County has available certain grants that would provide funding to secure infrastructure support to the Property and understand that maintaining that funding is critical to the development of the Property as contemplated herein. If said funding is jeopardized due to the transfer of the Property, then the Parties agree to delay the transfer on terms mutually agreeable to the Parties. In the event of a delay in transfer of the Property, the County agrees that the Company shall have reasonable access to the Property and shall be entitled to conduct all necessary site development activities consistent with the purpose of this Agreement.

IV: County's Remedies for Company's Failure To Meet Obligations:

The County and the Company acknowledge that the creation of Qualified Jobs and additional qualified Taxable Investment, with corresponding projected increases in economic activity and tax revenue to the County, are of the essence of this Agreement and form the legal basis for the County's participation in it. Pursuant to NCGS 158-7.1 (h), the County's remedies for failure by the Company to meet its obligations as set out herein are:

1. Failure to Complete Construction and Commerce Operations: If the Company fails to construct, operate and maintain its level of Investment set out in the

Agreement, then the County may elect to terminate this Agreement under the provisions of paragraph 5 below.

2. Failure to Create Jobs: If the Company does not create and maintain the required Qualified Jobs as outlined herein then the County may elect to terminate the Agreement under the provisions of paragraph 5 below.
3. Failure to Maintain Sales and Property Tax Revenue: Notwithstanding the initial capital investment, if the Company fails to maintain a total level of property tax revenue within Yancey County at the levels and for the periods of time set forth herein, then the County may elect to terminate this Agreement under the provisions of paragraph 5 below.
4. Failure to pay taxes: Notwithstanding any provision in this Agreement to the contrary, if The Company shall fail to timely pay the minimum amount of cumulative tax generated as shown on Exhibit "B", then at the option of the County, and in addition to other remedies provided by law, this Agreement may be terminated. under the provisions of paragraph E below. It is understood between the parties hereto that the Company may be exempt or excluded from certain taxation under the provisions of N.C.G.S. Chapter 105. Notwithstanding such exemption or exclusion, The Company must maintain a level of investment that would require The Company to pay the County the Cumulative Tax Generated as shown on Exhibit "B" and The Company must pay that amount to the County. Failure on the part of The Company to pay the Cumulative Tax Generated as shown in Exhibit "B" to the County would permit the County to terminate this Agreement under the provisions of Paragraph 5 below. Company agrees not to make an application for any exemption or exclusion that would result in a Cumulative Tax less that shown in Exhibit "B".
5. Termination: Upon failure of the Company to meet its Obligations as set forth herein, the County may elect to terminate the Agreement in whole or in part. If the County elects to terminate, Notice of Termination shall be given to the Company, and the Company shall, within thirty (30) days of receipt of the Notice of Termination re-convey the Property to the County. In such event, the Company shall remove from the Property all personal property and, such fixtures as the County directs, and the Property shall be free and clear of any encumbrances, liens or obligations of any kind. Failure of the County to elect termination in whole or in part shall not constitute a waiver of the right of the County to make such election at a later time. Nothing herein shall prohibit the parties from negotiating an alternative remedy for the failure of the Company to meet one or more of its obligations, consistent with North Carolina law.

V: Miscellaneous Provisions:

- a. Reporting and Audit Rights: Designated County officials charged with carrying out this Agreement and having a need to know will have the right, from time to time on reasonable notice, at reasonable times, and at a reasonable location the Company designates, to examine the Company's

records relating to the Project as may be necessary to verify the Company's compliance with this Agreement.

- b. Company Reserved Rights: The Company at all times maintains its right to dispute the assessed value of the Property or the Improvements thereon with appropriate governmental agencies in the manner prescribed by law.
- c. Termination: The Company may terminate this Agreement at any time in its sole discretion. Such termination will subject the Company to the requirement for re-conveyance of the Property, as set out herein above.
- d. No Pledge of Faith and Credit; Purpose:
  1. No provision of the Agreement will be construed or interpreted as creating a pledge of the faith and credit of the County in the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of the Agreement are in all events reasonable. No provision of the Agreement will be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the County within the meaning of the North Carolina Constitution. No provision of this Agreement will be construed to pledge or create a lien on any class or source of the County's moneys, nor will any provision of the Agreement restrict to any extent prohibited by law any action or right of action on the part of any future Board of Commissioners for the County.
  2. The Company and the County acknowledge that all expenditures made by the County as provided in this Agreement are for a *bona fide* public purpose and are expected in good faith reliance on the Local Development Act. If this Agreement is challenged or threatened to be challenged, (i) the County promptly will notify the Company in writing, (ii) the Company will have the right to participate in the defense of any challenge at its own expense and with counsel of its choosing, and (iii) the County will defend this Agreement from those challenges. The Company will provide such reasonable assistance (excluding financial assistance) as the County requests in connection with any such defense.
- e. Disclaimers: The Company acknowledges that the County has not designed the Project, that the County has not created any plans or specifications with respect to the Project, and that the County:
  1. Is not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities;
  2. Has not made any recommendations, given any advice or taken any other action with respect to:
    - a. The choice of any contractor, supplier, vendor or designer of, or any other contractor, supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part of the Project or any property or rights relating to the Project; or
    - b. Any action taken or to be taken with respect to the Project or any component part of the Project or any property or rights relating to the Project any stage of the construction of the Project;

3. Has not made any warranty or other representation, express or implied, that the Project or any component part of the Project or any property or rights relating to the Project;
  - a. Will not result in or cause injury or damage to persons or property;
  - b. Has been or will be properly designed, or will accomplish the results which the Company intends; or
  - c. Is safe in any manner or respect.
- f. Representations and Warranties:
  1. The Company represents and warrants to the County that as of the date of this Agreement:
    - a. It is a Limited Liability Company authorized or processing a certificate of authority to do business in the State of North Carolina;
    - b. It has the power and authority to own its properties and assets and to carry on its business as now being conducted, and has the power and authority to EXECUTE AND PERFORM THIS Agreement;
    - c. This Agreement
      - i. Is the legal, valid and binding Agreement of the Company, enforceable against the Company in accordance with its terms,
      - ii. Does not violate any order of any court or other agency of government binding on the Company or the charter documents of the Company, and
      - iii. Does not conflict with, result in a breach of, or constitute and event of default under any material indenture, agreement or other instrument to which the Company is a party; and
    - d. The Company has not received written notice of any action or proceeding that challenges the validity of this Agreement of the Company's right and power to enter into and perform this Agreement.
  2. The County represents and warrants to the Company that:
    - a. The County is a body politic and political subdivision operating pursuant to the laws of the State of North Carolina with power and authority to enter into and perform this Agreement;
    - b. The County has taken all action necessary to authorize the execution, delivery and performance of this Agreement;
    - c. This Agreement is a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms; and
    - d. The County has not received written notice of any action of proceeding that challenges the validity of this Agreement of the County's right and power to enter into and perform this Agreement.
  3. Defaults and Remedies: If any warranty of representation of a party in this paragraph shall have knowingly been false or inaccurate in any in any material respect when made and is not remedied within thirty (30) days following the defaulting party's receiving written notice from the non-defaulting party (or in the case where it is capable of being remedied, but

is incapable of being remedied within a period of thirty (30) days, such further period as is reasonable in the circumstances), then the non-defaulting party will have such rights and remedies as may be available in law.

- g. County and Company Not Business Partners: Notwithstanding, the terms of this Agreement, County is not a business participant with Company in the Project.
- h. Indemnity and Insurance:
  - 1) Company will indemnify and hold County harmless from any property damage or personal injury (including death) resulting from its activities on the Property, including, construction by Company of the Improvements and operation of the Project.
  - 2) Insurance Coverage: Company will obtain, at its sole expense, a policy of insurance, satisfactory in form and amount to the County's risk manager or insurance advisor, covering personal injury or death, or any property damage arising as a result of Company's operation of the Project, and shall name the County as an additional insured under said policy of insurance. Said policy shall be in effect during the entire term of their Agreement and any extensions thereof, and shall survive the terms of this Agreement to the extent necessary to cover the indemnification above.
- i. Controlling Law: This Agreement will be governed by, and construed in accordance with, the laws of the State of North Carolina. Any action or proceeding related to this Agreement or its enforcement will be adjudicated in the General Courts of Justice for Yancey County, North Carolina or the United States District Court for the Western District of North Carolina. The Company and the County consent and submit to the jurisdiction and venue of those courts.
- j. Severability: Each provision of this Agreement is severable. If any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, then (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire Agreement.
- k. Confidentiality: The parties expressly acknowledge that the County is an entity covered by N.C.G.S. Chapter 132, the Public Records Act, including, N.C.G.S. 132-1.1 regarding "confidential information" Provided Company complies with N.C.G.S. 132-1.1 regarding the designation of confidential or trade secret information, the County will keep confidential and will not disclose or publish any of the Company's confidential information as defined in N.C.G.S. 132-1.2, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records

segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records the Company or its representatives have provided or will provide in the future relating to this Agreement, or the Project described in this Agreement, the County will give the Company prompt written notice of the request, subpoena or court order and will discuss proposed disclosure of such information or records with the Company (and, to the extent possible, give the Company the opportunity to context any disclosure of information or records the Company believes should not be disclosed) before making any such disclosure. The County will not be liable in damages for the disclosure of anu information that is a public record of when such disclosure is pursuant to the order of a court of competent jurisdiction. As required by N.C.G.S. 136-1.11, the assumptions and methodologies used by the County in any economic impact analysis for this Agreement shall be public record.

- i. Notice: Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx, or United States Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States Mails, if sent by certified mail, return receipt requested, in each case to the respective address of the Company and the County listed below, of those other addresses of which either party give the other party written notice:

County: Lynn Austin, County Manager, Room No. 11, Yancey County Courthouse, Burnsville, NC 28714 (828) 682-3971  
[lynn.austin@yanceycountync.gov](mailto:lynn.austin@yanceycountync.gov)

Company: Neil W Blackmon, Counsel for Paradigm Energy,-  
[nblackmon@sandbergphoenix.com](mailto:nblackmon@sandbergphoenix.com).

- m. Binding effect and Certification: Subject to the specific provisions of this Agreement, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance. This Agreement is conditioned upon it being certified as having been pre-audited in order to comply with the budgetary accounting requirements (if any) that apply under the Local Government Budget and Fiscal Control Act (N.C.G.S.Chapter 159, Art. 3), or otherwise. Such certification is set forth at the end of this Agreement, and the Finance Officer for the County must sign it.
- n. Liability of Officers and Agents: No official, officer, agent or employee of the County or the Company will be subject to any personal liability of accountability by reason of the execution or performance of this Agreement, or any other documents related to the transactions contemplated by this Agreement. Such officials, officers, agents, or employees will be deemed to execute such documents in their official capacities only, and not in their

individual capacities. This section will not relieve any such official, officer, agent or employee from the performance of any official duty provided for or authorized by law.

- o. Publicity: Except as required by law, and unless otherwise agreed by the County and the Company, the County will make no public announcement of the parties entering into this Agreement of the terms and conditions of the Agreement without prior written consent of the Company.
- p. Execution, Third Party, Construction, Assignment, Severability:
  1. Execution in Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.
  2. No Third Party: Except as expressly provided in this Agreement, there are no third-party beneficiaries of this Agreement. All Exhibits attached to this Agreement are incorporated into this Agreement by reference.
  3. Construction of Terms: The terms “include” and “including” in this Agreement will not be construed to be limiting. Agreement may not be amended except by a written Amendment that both parties sign. This Agreement is the entire Agreement of the parties regarding the subject matter and supersedes all prior and contemporaneous understandings.
  4. Severability: If any provision of this Agreement shall be determined to be unenforceable, that determination shall not affect any other provision of this Agreement.
- q. E-Verify: Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- r. Iran Divestment Act Certification: Company certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Company shall not utilize in the performance of the Agreement and the Development Plan any contractor or subcontractor that is identified on the Final Divestment List.

(This space is intentionally blank. Signature of parties are on the following page)

IN WITNESS WHEREOF, the County and the Company have caused this instrument to be executed by their duly authorized officers this day and year first above written.

**YANCEY COUNTY**

**ATTEST:**

**By:** \_\_\_\_\_  
Chairman Yancey County Board of Commissioners

\_\_\_\_\_  
Clerk to the Board Yancey County Board of Commissioners

**PARADIGM ENERGY & STORAGE, LLC**

**By:** \_\_\_\_\_  
President/Vice-President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

Approved as to Form:

\_\_\_\_\_  
County Attorney