

LEASE TERMINATION AGREEMENT

This LEASE TERMINATION AGREEMENT (this "*Termination*"), dated as of June 11, 2020 the "Effective Date"), is made by and between the ARLINGTON COUNTY SCHOOL BOARD, operating as Arlington Public Schools, a Virginia political body ("*APS*"), and SUN TRIBE SOLAR, LLC, a Virginia limited liability company ("*Sun Tribe*"). Each of APS and Sun Tribe may be referred to herein as a "*Party*" and collectively, the "*Parties*."

RECITALS

A. WHEREAS, APS is the owner of that certain facility located in Arlington County, Virginia, commonly known as Tuckahoe Elementary School, located at 6550 N. 26th Street Arlington, Virginia 22213 (the "*Facility*");

B. WHEREAS, the Parties entered into, on December 6, 2018, that certain Lease for Solar Photovoltaic System ("*the Lease*") of the Facility by and between Sun Tribe as lessee and APS as lessor;

C. WHEREAS, the Parties further entered into, on December 6, 2018, a Comprehensive Agreement providing for the development of rooftop solar at certain APS schools, including the Facility;

D. WHEREAS, the Parties now wish to remove the Facility from the Comprehensive Agreement and enter into a separate Tuckahoe Comprehensive Agreement to design, construct, install, operate, and maintain a 28.8 kW (AC) Solar Photovoltaic Rooftop System (the "*SPRS*") on the roof of the Facility to provide electric power for the Facility; and

E. WHEREAS, in connection with and furtherance of the foregoing, the Parties wish to terminate the Lease.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. **Termination of Lease.** Each of the Parties to this Termination hereby agrees that, effective as of June 11, 2020 (the "*Termination Date*"), (i) the Parties shall be deemed to have terminated the Lease, and the Lease shall be deemed null, void and of no further force or effect whatsoever, with no obligations or liabilities of the Parties surviving such termination, (ii) any requirement for notice (whether written or oral) or any other action with respect to the termination of the Lease is hereby waived by the Parties, (iii) any other requirement or condition to the termination of the Lease is hereby waived or shall be deemed to have been satisfied as of the Termination Date.

2. **Further Assurances.** The Parties agree that each shall cooperate in the future to execute such documents, or provide such further assurances, as any Party may reasonably require in connection with the matters set forth herein.

3. **Governing Law.** This Termination shall be governed by, construed and enforced in accordance with the Applicable Law of the Commonwealth of Virginia without giving effect to the choice of law principles thereof.

4. **Jurisdiction and Venue.** Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Circuit Court of Arlington County, Virginia, in any action arising out of or relating to this Termination. Each Party waives any defense of inconvenient forum to the maintenance of any action so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each Party agrees that a final, non-appealable judgment in any action so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by applicable law.

5. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS TERMINATION IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS TERMINATION. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS TERMINATION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

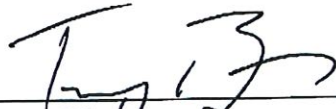
6. **Entire Agreement.** This Termination represents the entire agreement between the Parties with respect to the matters herein and supersedes any prior oral or written understandings on the matters set forth herein.

7. **Counterparts.** This Termination may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Termination delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Termination.


(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Termination on the date first above written.

SUN TRIBE SOLAR, LLC

By: 
Name: Taylor Brown
Title: CTO

ARLINGTON COUNTY SCHOOL BOARD,
operating as Arlington Public Schools,
a Virginia political body

By: 
Name: Tannia Talento
Title: Chair