

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), dated as of March 29<sup>th</sup>, 2021 is made by and among the **ARLINGTON COUNTY SCHOOL BOARD**, operating as Arlington Public Schools, a political subdivision of the Commonwealth of Virginia (the "Lessor") and **SUN TRIBE SOLAR, LLC**, a Virginia limited liability company ("Lessee").

### WITNESSETH:

**WHEREAS**, Lessor is the fee simple owner of that certain parcel number 21014001, commonly known as Kenmore Middle School, located in the County of Arlington, Virginia (the "Facility"); and

**WHEREAS**, Lessor and Lessee entered into that certain Comprehensive Agreement, as amended, dated December 6, 2018 (the "Comprehensive Agreement") to design, construct, install, operate and maintain a Solar Photovoltaic Rooftop System on the roof of the Facility to provide electric power for the Facility; and

**WHEREAS**, Lessor and Lessee entered into that certain Lease for a Solar Rooftop Photovoltaic System dated as of December 6, 2018 (the "Lease"); and

**WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.

**NOW THEREFORE**, in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as indicated herein:

1. The Effective Date of the Lease is amended to be November 30, 2020.
2. In the second recital in the Lease, "432.9 kW (AC)" shall be replaced with "500 kW (AC)".
3. In Section 5.2, the originally written rate of "\$0.0796 per kilowatt (kW)" shall be replaced with "\$0.0796 per kilowatt-hour (kWh)".
4. The Lease's Exhibit A shall be replaced with the attached Attachment A.
5. The Lease's Exhibit B shall be replaced with the attached Attachment B.
6. Miscellaneous
  - a. Except as revised herein, the Lease and Comprehensive Agreement remain unchanged and in full force and effect.
  - b. This Amendment will be governed by the Laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of laws.
  - c. Each party represents and warrants to the other party that it (i) has been duly authorized to enter into this Amendment by all necessary action, and (ii) the execution and delivery of this Amendment and the performance by such party of its obligations hereunder will not result in a default under any

- agreement to which it is a party.
- d. This Amendment, the Lease, the Comprehensive Agreement, and all exhibits, any written schedules, appendices, or change orders thereto, constitute the entire agreement between the parties, and shall supersede any prior oral or written agreements between the parties relating to the subject matter hereof.
  - e. This Amendment may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as deliver of an original signed copy of this Amendment.

*[signatures on following page]*

SUN TRIBE SOLAR, LLC,  
a Virginia limited liability company

By:   
Name: Rich Allevi  
Title: VP of Development

ARLINGTON COUNTY SCHOOL BOARD,  
Operating as Arlington Public Schools  
a political subdivision of the Commonwealth  
of Virginia

By: Francisco Duran  
Name: Francisco Duran, Ed.D.  
Title: Superintendent

**ATTACHMENT A**  
Leased Premises

**DESCRIPTION OF LEASED PREMISES**

The following real property located in Arlington County, Virginia.  
Tax Map ID: 21014001

The Leased Premises includes crosshatched rooftop area below and a 10' wide easement from the solar array to the SPRS's point of interconnect with the Facility's existing electrical system.





