

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”), dated as of April 29, 2022, is made by and between the **ARLINGTON COUNTY SCHOOL BOARD**, operating as Arlington Public Schools, a political subdivision of the Commonwealth of Virginia (the “Lessor”) and **DE ARLINGTON SOLAR, LLC**, successor by change of name to APS Solar 1 LLC (“Lessee”).

WITNESSETH:

WHEREAS, Lessor is the fee simple owner of that certain parcel number 10022030, 1644 N. McKinley Road, Arlington, Virginia, previously commonly known as Walter Reed Elementary School and now known as Cardinal Elementary School, located in the County of Arlington, Virginia (the “Facility”);

WHEREAS, Lessor and Sun Tribe Solar, LLC, a Virginia limited liability company (“Sun Tribe”) 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;

WHEREAS, Lessor and Sun Tribe entered into that certain Lease for a Solar Rooftop Photovoltaic System to be installed on the Facility rooftop dated as of July 16, 2020 (the “Lease”); and

WHEREAS, Sun Tribe thereafter assigned its rights and obligations under the Lease to Lessee, along with its rights under the Comprehensive Agreement as applicable to the Lease.

NOW THEREFORE, for 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 first “Whereas” clause of the Lease hereby is deleted and replaced in its entirety with the following:

“WHEREAS, Lessor is the owner of that certain Facility located in Arlington County, Virginia, commonly known as Cardinal Elementary School, located at 1644 N. McKinley Road, Arlington, Virginia 22205 (the “**Facility**”);”

2. Section 3 of the Lease hereby is deleted and replaced in its entirety with the following:

“3. Term. The term of this Lease shall commence on June 1, 2022 (“Lease Commencement”) and shall continue for twenty-five (25) years. This Lease if not terminated sooner shall terminate at midnight Local Prevailing Time on the date which is the twenty-

fifth (25th) anniversary of the Lease Commencement. The Term may be extended or terminated pursuant to the provisions of the Comprehensive Agreement.”

3. Section 5.2 of the Lease hereby is deleted and replaced in its entirety with the following:

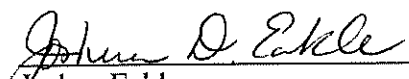
“5.2. Lessor shall pay to Lessee, on the payment schedule set forth in the Comprehensive Agreement, for the purchase of power generated by the SRPS at the rate of \$0.0938 per kilowatt hour (kWh) in the first year, escalating at 1.5% per year thereafter.”

4. Miscellaneous

- a. All other terms and conditions of the Lease and Comprehensive Agreement not specifically revised herein remain in effect as originally executed.
- b. This Amendment may be signed in counterparts and electronically.

[Signature Pages Follow]

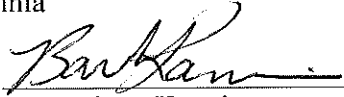
DE ARLINGTON SOLAR, LLC,
a Virginia limited liability company

By: 
Name: Joshua Eakle
Title: Authorized Representative

[Signature Page to First Amendment to Lease Agreement]

LESSOR:

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

By: 
Name: Dr. Barbara Kanninen
Title: Chair, Arlington School Board

[Signature Page to First Amendment to Lease Agreement]