

**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”), **DE ARLINGTON SOLAR, LLC**, a Virginia limited liability company, successor by change of name to APS Solar 1 LLC (“Assignee”), and **SUN TRIBE SOLAR, LLC**, a Virginia limited liability company (“Lessee”). Each of the Lessor, Lessee, and Assignee may be referred to as a “Party” or collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Lessor is the fee simple owner of that certain parcel number 24011058, 125 S. Old Glebe Road, Arlington, Virginia, commonly known as Jefferson Middle School, located in the County of Arlington, Virginia (the “Facility”);

**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;

**WHEREAS**, Lessor and Lessee entered into that certain Lease for a Solar Rooftop Photovoltaic System to be installed on the Facility rooftop dated as of December 6, 2018 (the “Lease”);

**WHEREAS**, Lessee thereafter entered into that certain Assignment Agreement assigning its rights, obligations, and interests under the Lease to Assignee, with such Assignment to become effective upon Lessee achieving Mechanical Completion of the Facility;

**WHEREAS**, Lessee has not yet achieved Mechanical Completion; and

**WHEREAS**, Assignee has substantial interest in this Amendment by and through the Assignment.

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

1. Section 3 of the Lease hereby is deleted and replaced 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.”

2. Section 5.2 of the Lease hereby is deleted and replaced 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 \$0.0796 per kilowatt hour (kWh) in the first year, escalating at 2.5% per year thereafter.”

3. 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]*

*[Signature Page to First Amendment to Lease Agreement]*

LESSEE:

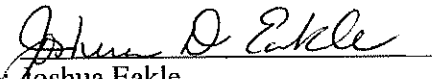
SUN TRIBE SOLAR, LLC,  
a Virginia limited liability company

By:   
Name: Rich Allevi  
Title: VP of Development

*[Signature Page to First Amendment to Lease Agreement]*

ASSIGNEE:

DE ARLINGTON SOLAR, LLC, successor by change of name to APS Solar 1 LLC

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