

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT** (this “*Termination*”), dated as of May 3, 2022 (“*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 those certain facilities located in Arlington County, Virginia, commonly known as (i) McKinley Elementary School, located at 1030 N. McKinley Rd, Arlington, VA 22205 (“*McKinley Facility*”), and (ii) Wakefield High School, located at 1325 S. Dinwiddie Street, Arlington, VA 22206 (“*Wakefield Facility*” and collectively with the McKinley Facility, the “*Facilities*”);

B. WHEREAS, the Parties entered into that certain Lease dated July 16, 2020 for the McKinley Facility by and between Sun Tribe as lessee and APS as lessor (“*McKinley Lease*”);

C. WHEREAS, the Parties entered into that certain Lease dated July 16, 2020 for the Wakefield Facility by and between Sun Tribe as lessee and APS as lessor (“*Wakefield Lease*” and collectively with the McKinley Lease, the “*Leases*”);

D. WHEREAS, the Parties entered into that certain Comprehensive Agreement dated December 6, 2018, as amended, providing for the development of rooftop solar at certain APS schools;

E. WHEREAS, the Parties wish to terminate the Leases.

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 as of the Effective Date, (i) the Parties shall be deemed to have terminated the Leases, and the Leases 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 Leases is hereby waived by the Parties, (iii) any other requirement or condition to the termination of the Leases is hereby waived or shall be deemed to have been satisfied.

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. **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.

6. **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: Rich Allevi
Title: VP of Development

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

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