
DEED OF LEASE AGREEMENT

PROJECT SITE: COUNTY OFFICE BUILDING – 5TH STREET

BY AND BETWEEN

**COUNTY OF ALBEMARLE, VIRGINIA
("LESSOR")**

AND

**SUN TRIBE SOLAR, LLC
("LESSEE")**

DEED OF LEASE AGREEMENT

THIS DEED OF LEASE AGREEMENT (this "***Lease***") dated as of [REDACTED], 2024 (the "***Effective Date***"), is made by and between **COUNTY OF ALBEMARLE, VIRGINIA** ("***Lessor***"), and **SUN TRIBE SOLAR, LLC**, a Virginia limited liability company ("***Lessee***"). Lessor and Lessee may each be referred to herein as the "***Party***", or collectively as the "***Parties***", as the usage of such term may require.

RECITALS

WHEREAS, Lessor is the owner of that certain real property specified on Exhibit A attached hereto and located at the address specified on Exhibit A attached hereto (the "***Project Site***");

WHEREAS, the Project Site includes an estimated 112,077 square feet of rooftop as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the "***Demised Premises***");

WHEREAS, pursuant to that certain Solar Power Purchase Agreement by and between Lessor and Lessee dated as of the date specified on Exhibit A attached hereto (as amended, modified, or supplemented from time to time, the "***PPA***"), Lessor has selected and engaged Lessee to design, install, own, operate, and finance a grid connected solar photovoltaic energy system on the Demised Premises, as more particularly described in the PPA (the "***System***") and to sell the Output produced by such System to Lessor, all in accordance with the terms of the PPA;

WHEREAS, in connection with the foregoing, Lessee desires that Lessor lease, and Lessor desires to lease to Lessee, the Demised Premises, all in accordance with the terms and conditions set forth herein; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. **Lease of Demised Premises; Additional Property Rights.**

(a) **Demised Premises.** Lessor hereby leases to Lessee, in accordance with the terms and conditions set forth herein, the Demised Premises for the installation, operation, maintenance, repair and, if necessary, replacement and decommissioning of the System, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering, switch cabinets, power distribution boxes, and racking systems.

(b) Lessee's Ancillary Rights. In connection with Lessor's leasing the Demised Premises to Lessee, Lessor hereby grants to Lessee, for a period co-terminus with this Lease, the non-exclusive right to use portions of access drives, parking lots, and other areas of the Project Site as shown on Exhibit B attached hereto and incorporated herein by this reference ("Facility Access"). Lessor may change the Facility Access at any time with reasonable prior Notice to Lessee, provided adequate access to the Demised Premises and adequate space for use of the Facility Access for the purposes set forth herein is available at all times during the Term (as hereinafter defined). The Facility Access is provided for the purpose of accessing the Demised Premises for installation, operation, maintenance, repair (including replacement, if necessary) and decommissioning of the System and to locate any auxiliary equipment necessary to install, operate, maintain or repair the System on the Demised Premises and for the purposes of interconnecting the System with the Project Site's mechanical and electrical systems as agreed by Lessor and Lessee in accordance with the PPA. For avoidance of doubt, Lessor acknowledges and agrees that Lessee may use portions of the Facility Access to be mutually agreed upon by the Parties as a staging area during the periods that Lessee is undertaking the installation and decommissioning of the System or any major repairs to the System. Lessee shall not install any improvements within the Facility Access that would prevent access to or prevent use of the Project Site, or prevent any holders of easements across the Project Site or any governmental or public utility personnel (e.g., fire, police, public utility providers, etc.) or other similar parties from exercising their rights with respect to the Project Site. Furthermore, Lessee shall utilize the Facility Access in a manner as to not unreasonably interfere with the use of the Project Site by Lessor.

(c) Signage. Lessee shall not place any signage on or at the Project Site (other than as required by Applicable Law) unless approved in advance in writing by Lessor. Notwithstanding the foregoing, Lessee may, without the prior approval of Lessor, place signage on or at the Project Site identifying the existence of the System and any required safety notices relating thereto.

2. Term.

(a) Term. The term of this Lease shall commence on the Effective Date and shall terminate as provided in Section 2.1 of the PPA (the "Term"). The Term may be extended pursuant to Section 2.2 of the PPA.

(b) Termination. Notwithstanding anything contained herein to the contrary, this Lease shall automatically terminate if the PPA is terminated for any reason whatsoever.

(c) Access After Termination. Notwithstanding the foregoing, upon the expiration or earlier termination of this Lease (unless Lessor has executed its option to purchase the System in accordance with Section 7.4 of the PPA), Lessee shall have the right to access the Demised Premises for the purpose of decommissioning and removing the System in accordance with Section 8.1 of the PPA, which work shall be completed within sixty (60) days after the expiration of this Lease or within one hundred twenty (120) days after any earlier termination of this Lease, as applicable. The provisions of this Section 2(c) will survive the expiration or termination of this Lease.

3. Utilities. During the Term, Lessor shall have no obligation to provide any utilities to Lessee for Lessee's use in connection with the installation, operation, maintenance and repair of the System on the Demised Premises. To the extent that, during the Term, Lessee requires any utilities in connection with the installation, operation, maintenance and repair of the System on the Demised Premises, Lessee further acknowledges and agrees that Lessee shall be responsible, at its sole cost and expense, for providing or obtaining such utilities and that Lessee's inability to provide or obtain any such utilities shall not relieve Lessee from the performance of Lessee's obligations under this Lease or the PPA.

4. Annual Rent. Commencing on the Actual Commercial Operation Date and continuing thereafter for the remainder of the Term, Lessee shall pay to Lessor annual rent for the Demised Premises in the amount of One and No/100 Dollars (\$1.00) per year ("Annual Rent"). The Annual Rent for the first year of the Term shall be due and payable by Lessee to Lessor within ten (10) Business Days of the Actual Commercial Operation Date, and Annual Rent for each succeeding year of the Term shall be due and payable by Lessee to Lessor, without notice or demand, on or before each anniversary of the Actual Commercial Operation Date during the Term. The Annual Rent shall be payable by Lessee to Lessor at the address for the Lessor set forth in the PPA or at such other address as shall be designated in writing by Lessor. At Lessee's option, Lessee may elect to prepay the Annual Rent for the entire Term.

5. System Installation. The System shall be installed in accordance with Section 5 of the PPA.

6. Liens. To the extent permitted by Applicable Law, all of Lessee's contracts with Subcontractors shall provide that no Lien shall attach to or be claimed against the Demised Premises or any interest therein by Lessee or its Subcontractors as a result of supplying goods or services pertaining to the Demised Premises, and Lessee shall use reasonable efforts to cause all subcontracts let thereunder to contain the same provision.

Lessee shall indemnify and hold Lessor, the Board and Lessor's agents, officers, subcontractors, employees, invitees, and contractors harmless from, and defend against (with legal counsel reasonably acceptable to Lessor) all Losses of every kind, nature, and description which may arise out of or in any way be connected with such work, except for any Losses resulting from the gross negligence or willful actions of Lessor or Lessor's agents, officers, subcontractors, employees, invitees, and contractors. Lessee shall not permit the Demised Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor, material, or services furnished to Lessee or claimed to have been furnished to Lessee (either directly or through Subcontractors) in connection with work of any character performed or claimed to have been performed for the Demised Premises by, or at the direction or sufferance of Lessee, and if any such Liens are filed against the Demised Premises, Lessee shall promptly and at its cost and expense discharge the same following Lessee's receipt of written notice of such filing; provided, however, that Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor, within fifteen (15) Business Days after demand, such security as may be reasonably satisfactory to Lessor to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of Lessor's

interest in the Demised Premises by reason of non-payment thereof; provided, further, that on final determination of the Lien or claim for Lien, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Lessee fails to post such security or does not diligently contest such lien, Lessor may, without investigation of the validity of the lien claim, after ten (10) Days' Notice to Lessee, discharge such Lien and Lessee shall reimburse Lessor upon demand for all costs and expenses incurred in connection therewith, which expenses shall include any reasonable attorneys' fees and any and all other costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien.

Nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject the Demised Premises to liability under any lien law now or hereafter existing.

7. System Operation. Ownership. Use, and Removal.

(a) Operation, Maintenance, and Removal of System. Lessee shall operate, maintain, repair, decommission, and remove the System in accordance with Section 6 of the PPA and in accordance with all Applicable Laws and in such a manner as will not unreasonably interfere with Lessor's or, if there are any other occupants of the Project Site, such occupants' operation or maintenance of the Project Site.

(b) Ownership of System. Lessor acknowledges and agrees that (i) notwithstanding that the System may be a fixture under Applicable Laws, as between the Parties, the System shall be deemed to be personal property, and (ii) Lessee is the exclusive owner and operator of the System. In furtherance of the foregoing, Lessor hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the System or any portion thereof and agrees not to distraint or levy upon the System or assert any lien, right of distraint or other claim against the System.

(c) Ownership of Energy Output. Lessor acknowledges and agrees that, subject to the terms of the PPA, Lessee is the sole and exclusive owner of all electricity generated by the operation of the System.

(d) Use of Demised Premises. Lessee shall use the Demised Premises solely for the installation, operation, maintenance, repair and decommissioning of the System, but for no other uses. In connection therewith, Lessor acknowledges and agrees that, during the Term, Lessor shall not use the Project Site in a manner that would interfere with the installation, operation, maintenance, repair and decommissioning of the System or materially and adversely affect the System's exposure to sunlight.

8. Access to Demised Premises.

Subject to the notice and security requirements set forth in Section 9 below, Lessor shall provide Lessee with access to the Demised Premises as reasonably necessary to allow Lessee to perform the Services, including ingress and egress rights across the Project Site within the Facility Access.

Lessor shall at all times have access to and the right to observe the Services, including without limitation, installation of the System, subject to Lessor's compliance with Lessee's reasonable safety and security requirements.

During all activities involving the System or the Demised Premises, including but not limited to installation, maintenance, repairs, decommissioning and removal of the System, Lessor's property manager for the Project Site ("Property Manager") or his/her designee must be present onsite at all times. On or prior to the Effective Date, Lessor shall provide Lessee with name and contact information for the Property Manager and his/her designee and, thereafter, Lessor shall advise Lessee in the event of any changes in such information. Lessee shall coordinate its access to the Demised Premises with the Property Manager or his/her designee in accordance with the terms of this Section 8.

Lessee shall have access to the Demised Premises under the following conditions:

(i) During normal business hours (Monday through Friday 8:00 a.m. - 5:00 p.m.) for the installation and routine maintenance of the System, provided that Lessee shall give the Property Manager at least seventy-two (72) hours' prior notice of the need for such access.

(ii) Outside normal business hours and in the event of an emergency, Lessee shall contact the emergency contact specified on Exhibit A

and Lessee shall provide: (a) the name and contact information for the individual(s) responding on the Lessee's behalf, and (b) their estimated time of arrival. Upon arrival to the Demised Premises, Lessee shall again call both emergency contacts to signal arrival. The Property Manager's emergency contact will provide access to the Demised Premises upon the Lessee's arrival. If the Property Manager or his/her emergency contact fails to provide Lessee with access to the Demised Premises upon Lessee's arrival to address such emergency and the System is damaged or destroyed as a result of such delay to the extent that Lessee is unable to satisfy its obligation under the PPA to sell and deliver to Lessor the Output generated by the System, Lessee shall be relieved of such obligation until such time as the System is repaired and operational. Furthermore, Lessee shall not be liable for any damage or destruction to any property resulting from the Property Manager or his/her emergency contact's failure to provide timely access to the Demised Premises.

All of Lessee's employees, contractors, or agents must park their vehicles in the areas designated by Lessor.

9. Identification, Security, and Access Requirements.

(a) Identification. All of Lessee's employees and Subcontractors shall display Lessor-issued identification badges above the waist at all times that such individuals are on the Project Site. Any employee, contractor, or Subcontractor of Lessee who arrives at the Project

Site without required identification will be dismissed from the Project Site. All such employees, contractors, and Subcontractors must pass to the satisfaction of Lessor a criminal background check. Notwithstanding the foregoing, Lessor disclaims any liability with respect to the accuracy or completeness of the criminal background check. Lessee shall be solely responsible for all costs associated with such identification badges and criminal background checks.

(b) Inspection. All supplies, materials, and equipment for use at the Project Site are subject to security inspection by Lessor.

(c) Additional Security and Access Requirements. Lessee shall, and shall cause all of its Subcontractors to, at all times comply with the identification, security, and other access requirements set forth on Exhibit C attached hereto.

(d) Amendments to Security and Access Procedures. Lessor reserves the right to amend and/or update its security and access requirements or procedures relative to the Project Site, including Exhibit C, from time to time upon at least three (3) Business Days' Notice to Lessee.

10. Insurance. Lessee covenants and agrees, from and after the Effective Date, to carry and maintain, at its sole cost and expense, the insurance required under Section 9 of the PPA.

11. Taxes. Lessee shall pay, on or before the due date thereof, all personal property taxes, business, and license taxes and fees, service payments in lieu of such taxes or fees, annual and periodic license and use fees, excises, assessments, bonds, levies, fees, and charges of any kind which are assessed, levied, charged, confirmed, or imposed by any Governmental Authority due to Lessee's occupancy and use of the Demised Premises (or any portion or component thereof) or the ownership and use of the System thereon, including but not limited to any real property taxes and assessments attributable to the System improvements on the Project Site. Notwithstanding the foregoing, however, Lessee shall have the right to contest such taxes and/or fees in accordance with the applicable procedures of the Governmental Authority imposing such taxes and/or fees.

12. Indemnification.

(a) Indemnification. Lessee shall indemnify, defend, and hold harmless Purchaser Indemnified Parties from and against any liability for violations or alleged violation of any Applicable Law and Losses (including claims for property damage and claims for injury to or death of persons, including any claim or amounts recovered under "workers compensation laws" or any other Applicable Laws) arising in connection with, or out of, or resulting from (i) the negligent acts or omissions or willful misconduct of Lessee, its agents, officers, directors, employees, Subcontractors, or contractors; or (ii) the breach by Lessee of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessor and any Lessor Indemnitee in defending such claims, demands, lawsuits, or actions, including, but not limited to, reasonable attorneys' fees, witness and expert witness fees, and any other litigation related expenses. Notwithstanding the foregoing, Lessee shall not be required to

defend or indemnify Purchaser Indemnified Parties for a Loss to the extent any such Loss results from the negligence or willful misconduct of a Purchaser Indemnified Party or to the extent any such Loss involves any damage or destruction to property for which Lessee is released from liability pursuant to the terms of Section 8 above. The provisions of this Section 12(a) will survive the expiration or termination of this Lease.

(b) Exclusion of Certain Damages. EXCEPT FOR LIABILITY IN RESPECT OF (A) LESSEE'S INTENTIONAL OR WILLFUL MISCONDUCT OR FRAUD OR (B) CLAIMS FOR BODILY INJURY, INCLUDING DEATH AND DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY RESULTING FROM THE NEGLIGENCE OF LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST TAX BENEFITS, OR ENERGY CREDITS, OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

13. Lessee Default.

The occurrence of any one or more of the following shall constitute an event of default of Lessee (a "Lessee Default"):

(i) The failure of Lessee to pay the Annual Rent or other sums due hereunder that is not cured within ten (10) Business Days after Notice thereof to Lessee;

(ii) Any representation or warranty of Lessee hereunder provides to be false or misleading in any material respect;

(iii) The inability, failure, or refusal of Lessee to perform timely any material obligations under this Lease, unless such failure or refusal is caused by a Force Majeure Event, a Lessor Default or Purchaser Event of Default; provided, however, such failure continues for thirty (30) Days after Lessor shall have given Notice demanding that such failure to perform be cured (or if such failure cannot reasonably be cured within such 30 Day period, Lessee shall not be in default hereunder if Lessee commences efforts to cure such failure within such 30 Day period and, thereafter, diligently pursues those efforts to completion); or

(iv) A Seller Event of Default under Section 12 of the PPA, which default continues beyond any applicable notice and cure period contained in the PPA.

Upon the occurrence of a Lessee Default, Lessor shall have the following rights: (i) to terminate this Lease by Notice to Lessee, and (ii) to pursue any other remedy under the PPA or now or hereafter existing at law or in equity. No termination of this Lease resulting from

a Lessee Default shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

14. Lessor Default.

The occurrence of the following shall constitute an event of default of Lessor (a "Lessor Default"):

(i) The failure of Lessor to perform any material obligations under this Lease, unless such failure is caused by a Force Majeure Event, a Lessee Default or Seller Event of Default; provided, however, such failure continues for thirty (30) Days after Lessee shall have given Notice demanding that such failure to perform to be cured (or if such failure cannot reasonably be cured within such 30 Day period, Lessor shall not be in default hereunder if Lessor commences efforts to cure such failure within such 30 Day period and, thereafter, diligently pursues those efforts to completion); or

(ii) A Purchaser Event of Default under Section 12 of the PPA, which default continues beyond any applicable notice and cure period contained in the PPA.

Upon the occurrence of a Lessor Default, Lessee may pursue any remedies it may have under the terms of Section 12 of the PPA.

15. Fee Mortgages. To the extent there any mortgages, deeds of trust, or other indentures encumbering the Project Site as of the Effective Date (each, a "Fee Mortgage"), Lessor shall, on or before the Effective Date, obtain from the holder of each such Fee Mortgage a non-disturbance and attornment agreement, in a form acceptable to Lessee (each, an "SNDA"), pursuant to which the holder of each such Fee Mortgage shall agree that, upon it or its successors and assigns obtaining title to the Project Site (whether through a foreclosure proceeding or through acceptance of a deed in lieu of foreclosure) following an event of default by the Lessor under such Fee Mortgage, the holder of such Fee Mortgage or the purchaser of the Project Site at any foreclosure proceeding shall continue to recognize Lessee's leasehold interest in the Demised Premises for the balance of the term of this Lease, so long as Lessee is not then in default hereunder beyond any applicable notice and cure periods provided for herein. Promptly following the Effective Date, each SNDA shall be recorded in the Clerk's Office at Lessee's sole cost and expense, and, within ten (10) Business Days of Lessee's receipt of a written statement from Lessor setting forth all out-of-pocket costs incurred by Lessor in obtaining each such SNDA, together with such supporting documentation as Lessee may reasonably require, Lessee shall reimburse Lessor for such costs.

16. Casualty. Notwithstanding anything to the contrary contained herein, in the event of a casualty or condemnation to all or any portion of the Project Site, Lessor shall have no duty or liability to Lessee to restore the Project Site. If Lessor elects not to restore the Project Site, it shall give Lessee Notice of such election within thirty (30) Days after the occurrence of such casualty or condemnation, and, upon its receipt of such Notice, Lessee may, at its option, elect to terminate this Lease upon Notice to Lessor. Lessor shall be entitled to receive the entire award paid by the condemning authority for the Project Site, without deduction therefrom for any estate

vested in Lessee by this Lease, and Lessee shall receive no part of such award (provided, however, Lessee shall receive any award attributable to the System).

17. Miscellaneous.

(a) Governing Law. The law of the Commonwealth of Virginia shall govern the validity, interpretation, construction, and performance of this Lease, including the Parties' obligation under this Lease, the performance due from each Party under it and the remedies available to each Party for breach of it. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the State that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply.

(b) Assignment. Lessee shall not have the right to assign this Lease, or any of its rights, duties, or obligations hereunder, except in accordance with Section 14.2 of the PPA.

(c) Authority of Purchasing Agent. Lessee acknowledges and agrees that [Purchaser's purchasing agent] or his or her duly authorized representative or agent has the sole responsibility and authority to execute this Lease and any amendment or modification hereto on behalf of Lessor. Any execution, amendment, or modification of this Lease by a Person other than the Lessor or his or her duly authorized representative or agent shall be null and void and of no force and effect.

(d) Dispute Resolution.

(i) Compliance with Statutory Requirements. Lessee shall not institute any legal action under this Lease until all applicable statutory requirements have been met.

(ii) Venue. Any and all Disputes arising out of or in connection with this Lease or any performance hereunder, shall be brought in the Circuit Court of Albemarle County, Virginia.

(e) Due Authorization. Each Party represents and warrants to the other Party that it (i) has been duly authorized to enter into this Lease by all necessary action, and (ii) the execution and delivery of this Lease 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.

(f) Notices. Notices shall be given in accordance with Section 14.6 of the PPA.

(g) Successors and Permitted Assignees. This Lease is binding on and inures to the benefit of successors and permitted assignees.

(h) Survivability. Any term, condition, covenant, or obligation that requires

performance by a Party subsequent to termination or expiration of this Lease, whether specifically identified herein or not, shall remain enforceable against such Party subsequent to such termination or expiration.

(i) Negotiated Terms. The Parties agree that the terms and conditions of this Lease are the result of negotiations between the Parties and that this Lease shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Lease.

(j) Further Assurances. Each Party agrees to, and shall use all reasonable efforts to, provide such information, execute, and deliver any instruments and documents and take such action as may be reasonably necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Lease and which do not involve the assumption of obligations other than those provided for in this Lease in order to give full effect to this Lease and to carry out the intent of this Lease.

(k) Waivers. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of either Party shall impair any such right or remedy or constitute a waiver thereof. Every right and remedy given hereunder or by Applicable Law may be exercised from time-to-time and as often as may be deemed expedient by the Parties. Neither this Lease nor any provision hereof may be changed, modified, amended, or waived except by a written instrument signed by a duly authorized officer of the Party against whom enforcement of such change, modification, amendment, or waiver is sought. If any representation, warranty, or covenant contained in this Lease is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease.

(l) Relationship of the Parties. Nothing in this Lease shall be deemed to constitute either Party a partner, agent, employee, or legal representative of the other Party or to create any fiduciary relationship between the Parties. In addition, nothing in this Lease shall be deemed or construed as creating any contractual relationship between any Subcontractor and Lessor. The Parties agree that Lessee shall be fully responsible for the acts and omissions of any Subcontractor.

(m) Entire Agreement. This Lease, the recitals herein, together with the Exhibits attached to this Lease and the PPA, constitutes the entire and complete agreement and commitment of the Parties with respect to this Lease. All prior or contemporaneous understandings, arrangements, negotiations, or commitments, or any or all of the foregoing with respect to this Lease, whether oral or written, have been superseded by this Lease and the PPA.

(n) Amendments. No amendment, modification, or change to this Lease shall be effective unless the same shall be in writing and duly executed by an authorized person of each Party, which, in the case of Lessor, shall be by [Purchaser's purchasing agent] or his or her duly authorized representative or agent, consistent with Section 17(c).

(o) No Third-Party Beneficiaries. Except as otherwise expressly provided

herein, this Lease and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided in the PPA or in any other agreement between a Financing Party and Lessee or Lessor, and do not imply or create any rights on the part of, or obligations to, any other Person.

(p) Headings. Captions and headings in this Lease are for convenience of reference only and do not constitute a part of this Lease.

(q) Counterparts and Signatures. This Lease may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The delivery of an executed counterpart of this Lease by electronic transmission shall be deemed to be valid delivery thereof. Scanned or digital signatures shall be deemed valid as original as related to this Agreement.

(r) Severability. If any provision, portion, or application of this Lease is, for any reason, held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Lease or such other appropriate actions as shall, to the maximum extent practicable, in light of such determination, implement, and give effect to the intentions of the Parties as reflected herein, and the other terms of this Lease, as so amended, modified, supplemented, or otherwise affected by such action, shall remain in full force and effect.

(s) Liability of Officers and Employees. No member of the Board nor any director, officer, agent, consultant, representative, or employee of either Party shall be charged personally by the other or held contractually liable thereto under any term or provision of this Lease, because of either Party's execution or attempted execution of this Lease or because of any breach or alleged breach thereof: provided, however, that all Persons remain responsible for any of their own criminal actions.

(t) No Conflict of Interest. Lessee shall not enter into any agreements that would conflict with Lessee's performance of its obligations under this Lease, or the other transactions contemplated herein, without receiving prior written authorization from Lessor.

(u) Authorization to Conduct Business in the State. At all times during the Term, Lessee shall be authorized to transact business in the State as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. Lessee shall not allow its existence to lapse or its certificate of authority or registration to transact business in the State, if so required under Title 13.1 or Title 50 of the Code of Virginia, as amended, to be revoked or cancelled at any time during the Term.

(v) Immigration Reform and Control Act. Lessee represents and warrants to Lessor that it does not, and Lessee covenants that it shall not during the performance of the Lease, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

(w) Estoppel Certificates. Lessor and Lessee shall execute and deliver to each

other, within fifteen (15) Business Days after receipt of a written request therefore, a certificate evidencing whether or not (i) this Lease is in full force and effect; (ii) this Lease has been modified or amended in any respect and describing such modifications or amendments, if any; and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. If either Party shall fail to deliver said certificate within fifteen (15) business days from request therefor it shall be concluded that this Lease is in full force and effect, unmodified and without default.

(x) Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(y) Attorneys' Fees. Lessee shall bear its own attorneys' fees, costs, and expenses in connection with negotiating and/or reviewing this Lease, including any amendments, and any additional documents relating to the System.

(z) Brokers. Each Party represents and warrants to the other Party that it has not engaged or had any conversations or negotiations with any broker, finder, or other third party concerning the leasing of the Demised Premises to Lessee who would be entitled to any commission or fee based on the execution of this Lease.

(aa) Time is of the Essence. Time is of the essence of this Lease.

(bb) Memorandum. Lessor and Lessee agree that at the request of either, each will execute a short form memorandum, substantially similar to the form in Exhibit D, of this Lease in form satisfactory for recording in the Clerk's Office that shall be recorded on or promptly following the Effective Date at the cost of the Party seeking to record the same. Upon the expiration or earlier termination of this Lease, the Parties shall promptly execute any release or termination that may be required to release such memorandum of record.

(cc) Deed of Lease. The Parties intend for this Lease to be deemed a deed of lease and a conveyance of a leasehold interest real property by a sealed writing pursuant to Virginia Code Sections 55-2 and 11-3.

(dd) Lessor Responsibility. Lessor shall have the responsibility to pay Lessee for the actual and reasonable costs and expenses associated with any repairs, damage to, or loss of the System resulting from the acts or omissions of Lessor or any of its officers, employees, agents, or contractors.

(ee) Quiet Enjoyment. So long as there does not exist a Lessee Default, Lessor agrees that, subject to the terms and conditions of this Lease, Lessee shall have the right to quietly use and enjoy the Demised Premises for the Term, without hinderance or molestation by Lessor or those claiming by, through or under Lessor.

[Signature Page Follows]

PROJECT SITE: COUNTY OFFICE BUILDING – 5TH STREET

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

LESSOR:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____(SEAL)

Name: _____

Title: _____

LESSEE:

SUN TRIBE SOLAR, LLC

a Virginia limited liability company

By: _____(SEAL)

Name: Rich Allevi

Title: Manager

[Signature Page to Deed of Lease Agreement]

EXHIBIT A

BUILDING; PROJECT SITE;
SURVEY DEPICTING DEMISED PREMISES

SOLAR POWER PURCHASE AGREEMENT DATE: _____, 2024

BUILDING NAME (if applicable): County Office Building – 5th Street

PROJECT SITE ADDRESS: 1600 5th Street
Charlottesville, VA 22902

The Property Manager's primary 24/7 emergency contact:

Name: _____
Phone Number: _____

Or, in the event of non-response by the primary contact, the Property Manager's secondary 24/7 emergency contact:

Name: _____
Phone Number: _____

LEGAL DESCRIPTION:

All those four (4) certain tracts or parcels of land, situate in Albemarle County, Virginia, consisting in the aggregate of approximately 13.638 acres, more or less, and more particularly shown and designated as Parcel 54P Sheet 76, containing 10.070 acres, more or less; Parcel 54 Sheet 76, containing 2.111 acres, more or less; Parcel 54N1, containing 30,469 square feet, more or less; and Parcel 54Z, containing 32,989 square feet, more or less, all as shown on a plat made by B. Aubrey Huffman & Associates, Ltd., dated October 13, 1995, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1498, Page 614.

The foregoing conveyances are made subject to all encumbrances, easements, conditions, restrictions and agreements of record that lawfully apply to the Real Estate and the Right of Way, or any part thereof.

[SURVEY DEPICTING PREMISES ATTACHED]

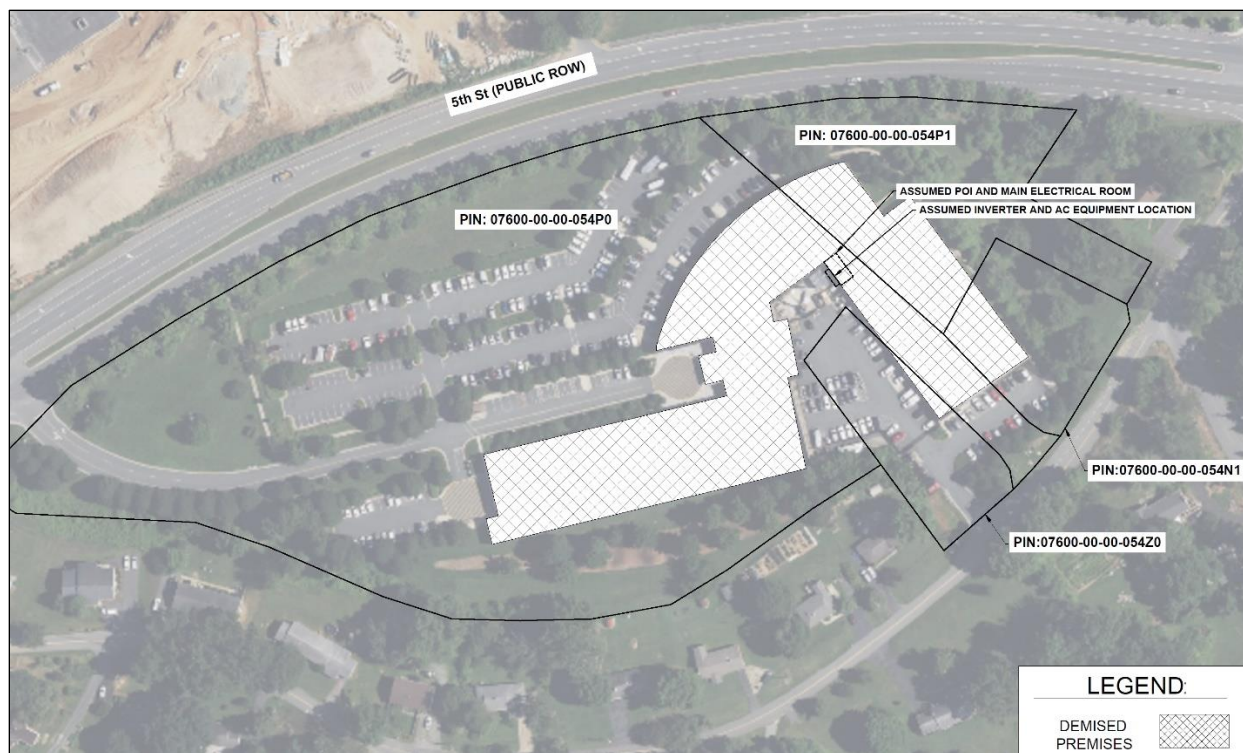


EXHIBIT B
DEPICTION OF FACILITY ACCESS

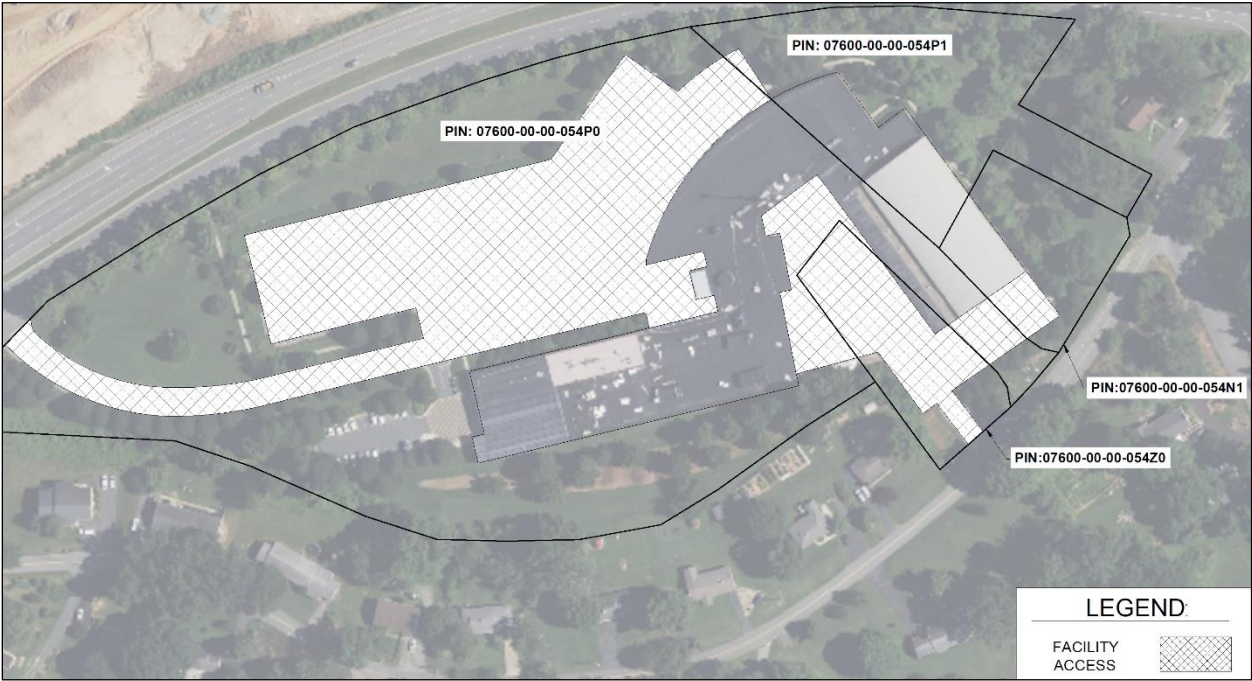


EXHIBIT C
ADDITIONAL SECURITY/ACCESS REQUIREMENTS

[INSERT]

EXHIBIT D

[Rest of page left intentionally blank]

This document prepared by and
after recording return to:

c/o Madison Energy Holdings LLC
8100 Boone Blvd, Suite 310
Vienna, VA 22182
Attn: Legal Department

Tax Parcel Nos.: 07600-00-00-054P0; 07600-00-00-054P1; 07600-00-00-054N1; 07600-00-00-054Z0

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”) is dated as of _____, 2024 (the “Effective Date”) by and between **COUNTY OF ALBEMARLE, VIRGINIA (“Lessor”)**, having an address of 401 McIntire Road, Charlottesville, VA 22902, and **SUN TRIBE SOLAR, LLC**, a Virginia limited liability company (“**Lessee**”), having an address of 107 5th Street SE, Charlottesville, VA 22902, with reference to the following recitals:

WHEREAS, Lessee and Lessor (together, the “Parties” and each a “Party”) have entered into that certain unrecorded Deed of Lease Agreement dated of even date herewith (the “Lease”), which affects the Demised Premises (hereinafter defined); and

WHEREAS, the Parties entered into the Lease in conjunction with that certain Solar Power Purchase Agreement (the “PPA”), between Lessor and Lessee dated of even date herewith; and

WHEREAS, the Parties desire to enter into this Memorandum for recordation in the land records of the Clerk’s Office of the Circuit Court of Albemarle, Virginia (the “Land Records”);

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1.1. Demised Premises. The premises leased by Lessor to Lessee pursuant to the Lease are depicted on “Exhibit A” attached hereto and made a part hereof (the “Demised Premises”), and being all or a portion of that certain real property as described on Exhibit A. Lessee may use, and have access at all times to, the Demised Premises for the installation, operation, maintenance, repair and, if necessary, replacement and decommissioning of a solar photovoltaic energy system, and activities necessary or related thereto. The Demised Premises are located on the Project Site, which is more particular described in the Lease. Pursuant to the Lease, Lessor has granted Lessee certain ancillary rights to use portions of the Project Site.

1.2. Term and Consideration. The initial term of the Lease commenced on the Effective Date and shall terminate on the date which is the thirtieth (30th) anniversary of the Actual Commercial Operation Date at a rate of one dollar (\$1.00) per year. Upon the expiration of the initial term of the Lease, the Parties may agree to extend the Lease for five (5) years in accordance with the terms of the PPA.

1.3. Execution. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

1.4. Applicable Law. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

1.5. Purpose of Memorandum of Lease. This Memorandum, when recorded in the Land Records, is intended to serve as public notice of the existence of the Lease and to incorporate and reference all of its promises, covenants, and agreements to the same extent as if the Lease were fully set forth herein. This Memorandum does not describe or refer to all the terms or conditions contained in the Lease, nor does it intend to modify, amend or vary any of the terms or conditions set forth in the Lease.

1.6. Relationship to Lease. Any capitalized terms used in this Memorandum and not otherwise defined shall the meanings set forth in the Lease or PPA.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed on their behalf as of the Effective Date:

Lessor: County of Albemarle, Virginia

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this ____ day of _____, 2024 by _____ (Lessor signatory).

NOTARIAL SEAL

Notary Public (signature)

Lessee: Sun Tribe Solar, LLC
Signature: _____
Name: Rich Allevi
Title: Manager

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE

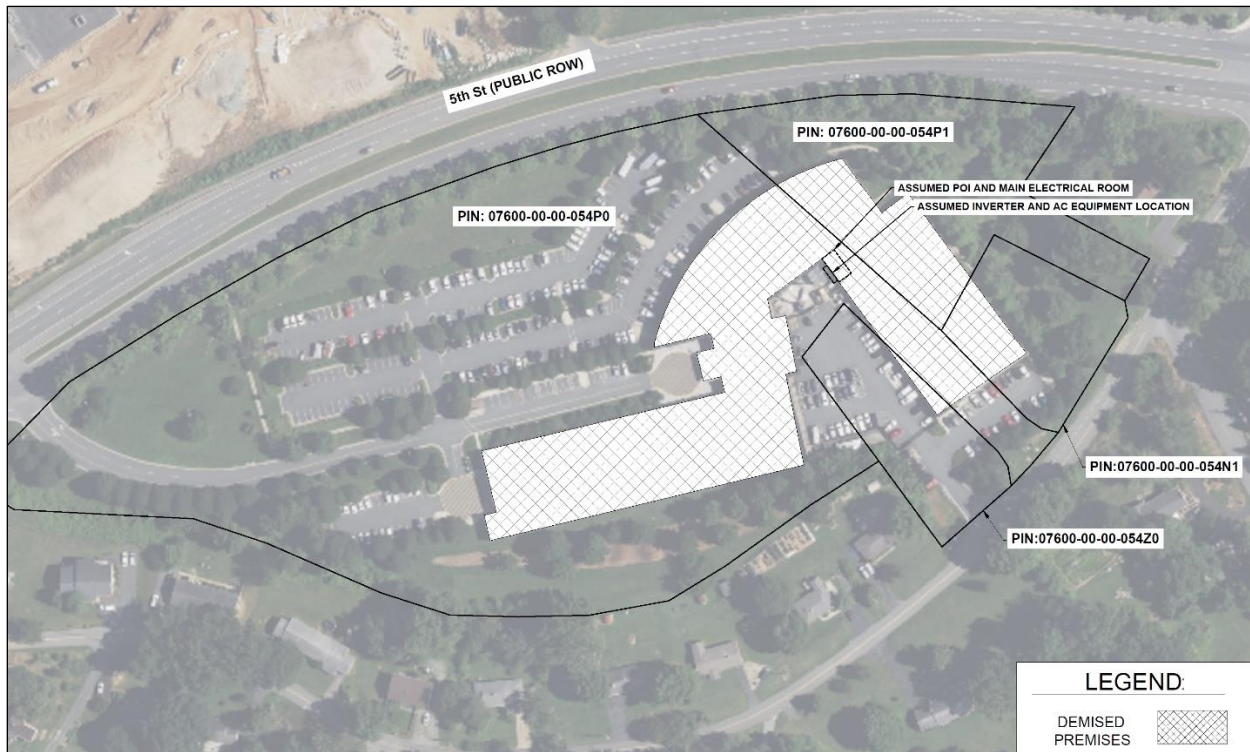
The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this ____ day of _____, 2024 by _____ (Lessee signatory).

NOTARIAL SEAL

Notary Public (signature)

EXHIBIT A

SURVEY DEPICTING DEMISED PREMISES



DESCRIPTION OF REAL PROPERTY

All those four (4) certain tracts or parcels of land, situate in Albemarle County, Virginia, consisting in the aggregate of approximately 13.638 acres, more or less, and more particularly shown and designated as Parcel 54P Sheet 76, containing 10.070 acres, more or less; Parcel 54 Sheet 76, containing 2.111 acres, more or less; Parcel 54N1, containing 30,469 square feet, more or less; and Parcel 54Z, containing 32,989 square feet, more or less, all as shown on a plat made by B. Aubrey Huffman & Associates, Ltd., dated October 13, 1995, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1498, Page 614.

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