

EXHIBIT A – SYSTEM AGREEMENT

This System Agreement (Agreement ID: KWCPS-SA002) is entered into as of January 22, 2019 (hereinafter “System Effective Date” as referenced in the Master Solar Power Purchase Agreement KWCPS-001M (“Master Agreement”)), by and between Sun Tribe Solar, LLC (hereinafter “Generator”) and King William County School Board (hereinafter “Customer”), regarding the installation, operation and maintenance of solar photovoltaic electric generation system (hereinafter “System”) on Customer’s property. This System Agreement is entered into in conjunction with the Lease Agreement attached as Appendix A, and both System Agreement and Lease Agreement incorporates by reference the terms and conditions set out in the certain Master Agreement between Customer and Generator, dated January 22, 2019. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. The terms and conditions of this System Agreement are as follows:

System Location: Acquinton Elementary School
18550 King William Road
King William, VA 23086

Customer: Name: King William County School Board
State of Organization: Commonwealth of Virginia
Mailing Address: 18548 King William Road, King William VA 23086
Telephone: 804.769.3434

Generator: Name: Sun Tribe Solar, LLC
State of Organization: Commonwealth of Virginia
Mailing Address: 300 East Main St, #200, Charlottesville, VA 22902
Telephone: 800.214.4579

Notices – if to Generator: Same as Generator above
Notices – if to Customer: Same as Customer above
Site Lease Agreement: See Appendix A
System Description & Commercial Terms: See Schedule A
Site and Premises: See Schedule B
Termination Fee: See Schedule C

[Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, Customer and Generator have caused this Agreement to be executed on their behalf as of this 22nd day of January 20 19.

Customer: King William County School Board

Date: 1/22/19

Signature: 

Name: David O. White

Title: Division Superintendent

Generator: Sun Tribe Solar, LLC

Date: 1/30/19

Signature: 

Name: Taylor Brown

Title: CTO

APPENDIX A – SITE LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter “Lease”) is entered into as of January 22, 2019 by and between King William County School Board (hereinafter “Lessor”) and Sun Tribe Solar, LLC (hereinafter “Tenant”).

LEASED SITE. The Leased Site (hereinafter “Site”) shall be identified in Schedule B attached hereto. The Lessor’s entire property, including the Site, is referred to herein as the “Premises.”

DEMISE. In consideration of the mutual covenants contained herein, Lessor does hereby lease, let and demise to Tenant, and Tenant hereby leases from Lessor, the Site upon the Lease Terms and Conditions set forth herein. Lessor also grants to Tenant, its customers, guests, invitees, employees, agents and licensees all easements, rights and privileges appurtenant to the Site, including the non-exclusive right to use the parking areas serving the Premises, driveways, roads, alleys, and other means of ingress and egress to the Site and other portions of the Premises.

LEASE TERM. This Lease is entered into in conjunction with that System Agreement, which such System Agreement incorporates by reference the terms and conditions set out in the certain Master Solar Power Purchase Agreement (ID: KWCPs-001M), between Lessor and Tenant, dated January 22, 2019 (hereinafter “Master Agreement”). Except as otherwise set forth herein, this Lease shall be effective as of the Effective Date of the Lease (hereinafter “Lease Commencement Date”) and shall continue for twenty (20) years (hereinafter “Lease Term”). In the event that the System Agreement (i) is terminated for a reason other than a breach or default by Lessor or Tenant pursuant to the Master Agreement (referred to as the Customer and Generator, respectively, in the Master Agreement) or (ii) expires, then this Lease shall terminate ninety (90) days following the date of such System Agreement termination or expiration to facilitate the removal of Tenant’s property at the Site, as contemplated by the Master Agreement.

RENT. The annual rent during the Lease Term shall be One Dollar (\$1.00) plus all sales tax, if any, due thereon (hereinafter “Rent”). Rent shall be due on Commercial Operation Date of the System and each anniversary thereafter.

HAZARDOUS MATERIALS REPRESENTATION. Lessor, to the best of its knowledge, is not aware of any past or present release of hazardous materials on, under or surrounding the Site and has not received any warning notices, notice of violations, administrative complaints, judicial complaints or other formal or informal notices from any environmental or governmental agency alleging that conditions on, under or surrounding the Site are in violation of any applicable laws. Lessor has provided copies to Tenant, in whatever capacity and in whatever form obtained, any and all information relating to hazardous contamination on or around the Site.

RECORDABLE FORM OF LEASE. Upon the request of either Lessor or Tenant, the parties shall execute, acknowledge and deliver a memorandum of this Lease, in a form reasonably acceptable to each party, which Tenant, at its sole expenses, shall record in the public office which is required to put third parties on notice of the existence of this Lease.

RELATIONSHIP TO AGREEMENT. Any capitalized terms used in this Lease and not otherwise defined shall have the meanings set forth in the Master Agreement. In the event of any inconsistency or conflict between the terms of this Lease and the Master Agreement, the terms of the Master Agreement shall prevail and take precedence.

CONDITIONS OF LEASE. The following Conditions of Lease are incorporated by reference herein.

CONDITIONS OF LEASE

ARTICLE I. RENT AND LEASE CONTINGENCY

Section 1.1 Rent. Rent shall be due and payable within twenty (20) Business Days each year during the Initial Term and Option Term, if any, of this Lease, beginning with the first payment due on the Rent Commencement Date.

Section 1.2. Lease Contingency. This Lease is expressly contingent upon Tenant obtaining all licenses, permits, easements and approvals necessary to operate Tenant's operations. If Tenant is unable to secure all approvals from applicable governmental authorities within sixty (60) days of the date of this System Agreement, then Lessor shall have the option to terminate this Lease upon providing Tenant with written notice.

ARTICLE II. TAXES, INSURANCE AND UTILITIES

Section 2.1. System Taxes and Assessments. Tenant shall pay, as the same become due and payable, all personal taxes, assessments, and charges of any kind whatsoever accruing against the System located at the Site during the Lease Term that may at any time be lawfully assessed or levied against Tenant's System located at the Site, unless the same are being contested in good faith by Tenant. If Tenant contests such taxes, assessments or charges, it shall bond or deposit with Lessor an amount equal to the contested amount. Any payments due under this Article shall be made by Tenant within ten (10) days after receipt of written notice thereof (together with a copy of the applicable tax bill) from Lessor or otherwise or resolution of any contest hereunder.

Section 2.2 Utilities. Except as otherwise provided in the Master Agreement, Tenant shall pay or cause to be paid all charges for water, sewer, gas, electricity, light, heat, power, telephone and other utility services used by Tenant at the Site, accruing upon the date of this Lease and during the term of this Lease thereafter.

Section 2.3. Insurance. At all times during this Lease, Tenant shall, at its own expense, maintain and provide the insurance as required by the Master Agreement. Copies of certificates evidencing the existence and amounts thereof shall be delivered to Lessor by Tenant. Should any such insurance expire or be cancelled during the term of this Lease, Tenant shall provide Lessor with renewal or replacement certificates at least fifteen (15) days prior to the expiration or cancellation of the original

policies.

ARTICLE III. USE AND ENJOYMENT

Section 3.1. Use. Tenant may use, and have access at all times to, the Site for the installation, ownership, operation and maintenance of the System, and activities necessary or related thereto. Upon Lessor's consent, Tenant shall be entitled to the use of portion of the Premises as may be necessary or required by Tenant for the temporary storage, laydown and staging of tools, materials and equipment, the parking of construction crew vehicles and temporary construction trailers and facilities, and rigging reasonably necessary during the furnishing, installation, testing, commissioning and, if necessary during any period of repair or deconstruction, disassembly, decommissioning and removal of the System. Upon Lessor's consent, Tenant shall be entitled to use certain portions of the Premises to otherwise exercise its rights and meet its obligations under the Master Agreement, including interconnection to the Existing Electrical System.

Section 3.2. Quiet Enjoyment. So long as Tenant is not in default of this Lease, the System Agreement or the Master Agreement, it shall peaceably and quietly enjoy the Site without any disturbance from Lessor or from any other person claiming through Lessor.

Section 3.3. Subordination. This Lease and all rights of Tenant under this Lease will be subject or subordinate to the lien of any mortgage hereafter affecting the Premises, only in the event that Lessor shall obtain the agreement of any lender holding such Mortgage (hereinafter "Mortgagee"), providing so long as Tenant is not in default in the performance and observance of any covenant, condition, term or provision of this Lease beyond any applicable notice, grace and/or cure period, the Mortgagee will not disturb Tenant's rights under this Lease, which non-disturbance agreement shall otherwise be in form and substance reasonably satisfactory to Tenant. The lien of any such Mortgagee shall not cover the System, or Tenant's moveable trade fixtures or other System of Tenant located in or on the Premises.

Section 3.4. Assignment and Sublet. Tenant may not sublease the Site or assign its rights under this Lease in whole or in part, without Lessor's prior consent. Notwithstanding the foregoing, Tenant may assign this Lease in whole or in part to another entity for the purposes of financing (debt or equity), in which case Tenant shall provide written notice to Lessor within fifteen (15) days of such assignment. This Lease shall contain no provisions restricting, purporting to restrict or referring in any manner to a change in control or change of shareholders, directors, management or organization of Tenant's parent or Tenant, or any subsidiary, affiliate or parent of Tenant's parent, or to the issuance, sale, purchase, public offering, disposition or recapitalization of the capital stock of Tenant's parent or Tenant, or any subsidiary, affiliate or parent of Tenant's Parent or Tenant.

ARTICLE IV. CASUALTY; CONDEMNATION

Section 4.1 Destruction of Site. In the event of damage or destruction of all or any portion of the Site which renders the Site reasonably and economically unsuitable for Tenant's business, as determined by Tenant, in its sole discretion, shall have the option to terminate this Lease whereupon the

Rent shall be apportioned as of the date of such destruction, any prepaid rents or deposits shall be returned, and the parties shall be released of all further duties and obligations hereunder. Tenant shall notify Lessor in writing within ten (10) days of the date of such damage or destruction of its election hereunder.

Section 4.2. Condemnation. In the event of condemnation or other similar taking or transfer due to governmental order, of all or any portion of the Site which renders the Site reasonably and economically unsuitable for Tenant's business, as determined by Tenant, Tenant may, at its option, terminate this Lease, in which case the Rent shall be apportioned as of such date, any prepaid rents or deposits shall be returned, and Tenant shall be released of all further duties and obligations hereunder. Lessor shall be entitled to the entire proceeds of any condemnation award; provided, however, that Lessor shall pay Tenant any portion of such award intended to compensate Tenant for the Improvements placed on the Site by Tenant at its own expense plus any portion of such award intended, to compensate Tenant for expenses special to Tenant.

ARTICLE V. DEFAULT AND REMEDIES

Section 5.1 Events of Default. If:

(a) Tenant shall default in the due and punctual payment of the Rent, insurance premiums, impositions or any other amounts or rents due under this Lease or any part thereof, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee; or

(b) Tenant shall default in the performance or compliance with any of the other covenants, agreements or conditions contained in this Lease and such default shall not be cured within sixty (60) days after notice thereof in writing from the non-defaulting Party;

(c) Tenant shall file a petition in voluntary bankruptcy or under Chapter VII or XI of the Federal Bankruptcy Act or similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a stay of involuntary proceedings within sixty (60) after the involuntary petition is filed;

(d) Tenant shall be adjudicated a bankrupt or a trustee or receiver shall be appointed for it or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of its property or the majority part thereof in any involuntary proceeding for reorganization, dissolution, liquidation or winding up, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise within sixty (60) days; or

(e) Tenant shall make an assignment for the benefit of its creditors; then,

and in any such event referred to in clauses (a), (b), (c), (d) or (e) above, Lessor shall have the remedies with respect to the Site as set forth below.

Section 5.2. Lessor's Remedies Upon Default. Upon the occurrence of an Event of Default by

Tenant, then Lessor shall be entitled to terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall surrender the Site to Lessor. Lessor shall have the right to pursue any other remedy now or hereafter available at law or in equity and to recover its costs from Tenant. If Tenant fails to so surrender the Site, then Lessor may, without prejudice to any other remedy it has for possession of the Site or arrearages in rent or other damages, re-enter and take possession of the Site and expel or remove Tenant and any other person occupying the Site or any part thereof and recover its costs, in accordance with applicable law.

Section 5.2.1 The Parties hereto agree that a Tenant default under this Lease shall constitute a Generator default under the System Agreement. Notwithstanding anything to the contrary set forth herein, in no event shall Lessor have the right to accelerate the Rent and other amounts payable hereunder, or sue Tenant for any consequential, punitive or incidental damages (including, without limitation, any claims for lost profits and/or lost business opportunity).

Section 5.3 Tenant's Remedies Upon Default. The failure of Lessor to perform any obligation or the breach by Lessor of any representation or warranty contained herein within sixty (60) days after receipt by Lessor of written notice of such failure, shall constitute an "Event of Default" hereunder. Upon the occurrence of an Event of Default by Lessor, then Tenant, may, at its option and without any obligation to do so, other than those obligations created in this document, elect any one or more of the following remedies: (a) terminate and cancel this Lease; (b) withhold payment or performance under the Lease until such time as such Event of Default is cured; (c) cure such Event of Default and recover the reasonable costs thereof by an action at law; or (d) pursue any other remedy now or hereafter available at law or in equity.

Section 5.4. Cumulative Remedies. Each and all of the rights and remedies given to either party by this Lease or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease or by law or equity.

ARTICLE VI. MISCELLANEOUS

Section 6.1 Indemnification. Tenant will indemnify and save harmless the Lessor of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) as required by the Master Agreement.

Section 6.2 Access to Site. Lessor may, at reasonable and mutually agreeable times, but with at least twenty-four (24) hours advance written notice to Tenant, enter the Site.

Section 6.3. Separability. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to either party by this Lease or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease or by law or equity.

Section 6.4 No Waiver. No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant provision or condition. The consent or approval by either party to or of any act by other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 6.5 Notices. All notices and other communications under this Lease shall be in writing and shall be made as required by the System Agreement.

Section 6.6 Brokers. Each party represents and warrants that it has not dealt with any real estate brokers and that there are no claims for brokerage commissions or finders' fees due and owing in connection with this Lease.

Section 6.7 Entire Agreement. This Lease, together with the Master Agreement and System Agreement, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter therein.

Section 6.8 Modifications and Amendments. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto.

Section 6.9 Binding. This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 6.10 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.11 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any litigation relating to this Lease shall only be brought in the state courts for King William County, Virginia.

Section 6.12 Interpretations. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation. In the event of any inconsistency or conflict between any term or provision of this Lease and the Master Agreement, the term or provision of the Master Agreement shall control and take precedence.

[Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, Customer and Generator have caused this Lease to be executed on their behalf as of this

28th day of January 2019

Lessor: King William County School Board

Date: 1/22/19

Signature: 

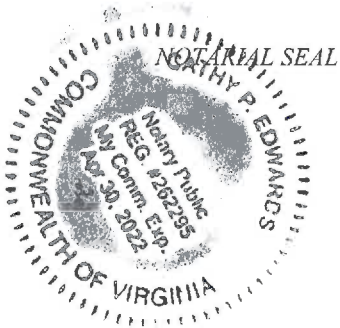
Name: David O. White

Title: Division Superintendent

ACKNOWLEDGEMENT

STATE OF Virginia
COUNTY/CITY OF King William

The foregoing instrument was acknowledged before me Cathy P. Edwards (Notary) this 22 day of January, 2019 by David D. White



Name: Cathy P. Edwards
Notary - State of: Virginia
My Commission Expires: April 30, 2022
Registration No. 262295

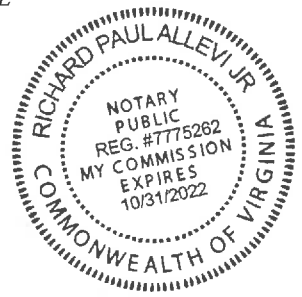
Tenant: Sun Tribe Solar, LLC
Date: 1/30/19
Signature: Taylor B
Name: Taylor Brown
Title: CTO

ACKNOWLEDGEMENT

STATE OF Virginia
COUNTY/CITY OF Albemarle

The foregoing instrument was acknowledged before me [Signature] (Notary) this 30th day of January, 2019 by Taylor Brown.

NOTARIAL SEAL



Name: Richard Paul Allevi Jr
Notary - State of: Virginia
My Commission Expires: 10/31/2022
Registration No. 7775262

SCHEDULE A – SYSTEM DESCRIPTION & COMMERCIAL TERMS

System Description: Acquinton Elementary School;
System to be a ground mounted photovoltaic system located in the field southwest of Hamilton Holmes Middle School estimated at 686.1kWdc.

Initial Term:	20 years
Renewal Periods:	(2x) 5 years
Electricity Price (First Year):	\$0.0830/kWh
Annual Escalation Rate:	0.0%
Payment Terms:	Monthly
Year 7 Purchase Option Price:	\$940,000.00 or FMV

SCHEDULE B – DESCRIPTION OF SITE AND PREMISES

The following real property located in King William County, Virginia.
Tax Map IDs: 37-19, 37-57A, 37-25A



Site includes crosshatched area and a 10' wide easement from array site to the System's point of interconnect at the Site's existing electrical system. Map to be updated after the installation phase once the exact path of easement has been confirmed.

SCHEDULE C – TERMINATION FEE

Year 1	\$ 1,661,221.18
Year 2	\$ 1,522,614.90
Year 3	\$ 1,383,360.75
Year 4	\$ 1,243,419.86
Year 5	\$ 1,102,751.03
Year 6	\$ 961,310.58
Year 7	\$ 940,119.71
Year 8	\$ 918,061.84
Year 9	\$ 895,084.97
Year 10	\$ 871,133.94
Year 11	\$ 846,150.31
Year 12	\$ 820,072.11
Year 13	\$ 792,833.69
Year 14	\$ 764,365.42
Year 15	\$ 734,593.51
Year 16	\$ 703,439.75
Year 17	\$ 670,821.22
Year 18	\$ 636,650.04
Year 19	\$ 600,833.04
Year 20	\$ 563,271.49
Year 21	\$ 523,860.70
Year 22	\$ 482,489.72
Year 23	\$ 439,040.94
Year 24	\$ 393,389.69
Year 25	\$ 345,403.83
Year 26	\$ 294,943.28
Year 27	\$ 241,859.55
Year 28	\$ 185,995.26
Year 29	\$ 127,183.57
Year 30	\$ 65,247.63

MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE LEASE (this "Memorandum") is dated as of January 22, 2019 by and between **KING WILLIAM COUNTY SCHOOL BOARD** ("Lessor") and **SUN TRIBE SOLAR, LLC** ("Tenant"), a Virginia Limited Liability Company, with reference to the following recitals:

WITNESSETH

WHEREAS, Tenant and lessor (together, the "Parties" and each a "Party") have entered into that certain unrecorded Lease Agreement dated of even date herewith (the "Lease"), which affects the Property;

WHEREAS, This Lease is entered into in conjunction with that certain Solar Power Purchase Agreement, between Lessor and Tenant;

WHEREAS, The Parties hereto desire to enter into this Memorandum of Lease and are recording a document in the land records with the Clerk's Office of KING WILLIAM COUNTY, Virginia;

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

1.1. Leased Area. The Leased Site ("Site") shall be the site identified on "Attachment A" attached hereto. The Lessor's entire property, including the Site, is referred to herein as the "Premises." Tenant may use, and have access at all times to, the Leased Site for the installation, ownership, operation and maintenance of a photovoltaic system, and activities necessary or related thereto, or any other lawfully permitted uses. Upon Lessor's consent, Tenant shall be entitled to the use of portions of the Entire Property as may be necessary or required by Tenant for the temporary storage, laydown and staging of tools, materials and equipment, the parking of construction crew vehicles and temporary construction trailers and facilities, and rigging reasonably necessary during the furnishing, installation, testing, commissioning and, if necessary during any period of repair or deconstruction, disassembly, decommissioning and removal of the photovoltaic system. Tenant shall be entitled to use certain portions agreed to by Tenant of the Entire Property to otherwise exercise its rights and meet its obligations under the PPA, including interconnection to the utility's electric distribution system.

1.2. Term. This Lease is in from effective date of this Agreement until January 22, 2039.

1.3. Assignment and Sublet. Lessor and Tenant shall have the absolute right to assign or to otherwise transfer its interest in this lease subject to certain limitations.

1.4. 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.

1.5. Applicable Law. The Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

1.6. Purpose of Memorandum of Lease. This Memorandum of lease, when recorded in the Clerk's Office of King William County, Virginia, is intended to as public notice 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 of Lease 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.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEET]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed on their behalf as of the respective dates of each Party:

Lessor: King William County School Board

Date: 1/22/19

Signature: 

Name: David O. White

Title: Division Superintendent

ACKNOWLEDGEMENT

STATE OF Virginia
COUNTY/CITY OF King William

The foregoing instrument was acknowledged before me Cathy P. Edwards (Notary) this 22 day of January 2019 by David O. White



Name: Cathy P. Edwards
Notary - State of: Virginia
My Commission Expires: April 30, 2022
Registration No. 262295

Tenant: Sun Tribe Solar, LLC
Date: 1/30/19
Signature: [Handwritten Signature]
Name: Taylor Brown
Title: CTO

ACKNOWLEDGEMENT

STATE OF Virginia
COUNTY/CITY OF Albemarle

The foregoing instrument was acknowledged before me [Handwritten Signature] (Notary) this 30th day of January, 2019 by Taylor Brown.

NOTARIAL SEAL



Name: Richard Paul Allevi Jr
Notary - State of: Virginia
My Commission Expires: 10/31/2022
Registration No. 7775262

Attachment A
Description of Leased Site

The following real property located in King William County, Virginia.
Tax Map IDs: 37-19, 37-57A, 37-25A



Site includes crosshatched area and a 10' wide easement from array site to the System's point of interconnect at the Premises' existing electrical system. Map to be updated after the installation phase once the exact path of easement has been confirmed.