

RECORDING REQUESTED BY:
San José Unified School District

WHEN RECORDED RETURN TO:

Dannis Woliver Kelley
555 Capitol Mall, Suite 645
Sacramento, California 95814
Attn: Sean Mick, Esq.

TERMINATION AGREEMENT

Dated as of December 1, 2025

by and among the

SAN JOSÉ UNIFIED SCHOOL DISTRICT,

SJUSD FINANCING CORPORATION,

and

HASI OBS OP A LLC

Relating to the

\$13,500,000
Lease Agreement (New Clean Renewable Energy Bonds)
dated as of December 1, 2015

This recording is exempt from recording fees pursuant to California Government Code section 27383. This recording is exempt from documentary transfer taxes pursuant to California Revenue & Taxation Code section 11929.

TERMINATION AGREEMENT

This Termination Agreement is dated as of December 1, 2025, and is by and among the SAN JOSÉ UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California (the “**District**”), SJUSD FINANCING CORPORATION (the “**Corporation**”), and HASI OBS OP A LLC (the “**Assignee**”), as assignee of certain rights of the Corporation under the Lease Agreement (defined below).

WITNESSETH:

WHEREAS, the District and the Corporation have heretofore entered into a Site Lease, dated as of December 1, 2015 (the “**Site Lease**”), and recorded in Santa Clara County as instrument number 23176266 on December 18, 2015 pursuant to which the District agreed to lease certain real property (the “**Property**”) and certain improvements thereon as more fully described in Exhibit A attached hereto and made a part hereof to the Corporation;

WHEREAS, concurrently therewith, the District and the Corporation entered into a Lease Agreement, dated as of December 1, 2015 (the “**Lease Agreement**”), and recorded in Santa Clara County as instrument number 23176267 on December 18, 2015 pursuant to which Lease Agreement the Corporation agreed to lease the Property to the District, and the District agreed to make certain payments to the Corporation, all as described in the Lease Agreement;

WHEREAS, in connection therewith, the Corporation assigned to the Assignee, among other things, its rights to receive payments from the District under the Lease Agreement and the right to exercise such rights and remedies conferred on the Corporation under the Lease Agreement to enforce such payment thereunder, pursuant to an Assignment Agreement, dated as of December 1, 2025, and recorded in Santa Clara County as instrument number 23176268 on December 18, 2015 (the “**Assignment Agreement**”) between the Corporation and the Assignee; and

WHEREAS, the District has provided for payment of all payments due under the Lease Agreement and, accordingly, now desires to provide for the termination of such documents as provided herein and requests and directs the Corporation and the Assignee to join in the execution hereof.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

- (a) Effective as of August 1, 2025 (the “**Effective Date**”), the District has deposited with the Assignee funds for the payment of all of its payment obligations due under, and in accordance with, the Lease Agreement.
- (b) In accordance with the foregoing, as of the Effective Date, the District represents and warrants that (i) all obligations (other than indemnification and other contingent obligations that by their terms survive the termination of the agreements) under the Lease Agreement have thereupon ceased and terminated, and (ii) the following agreements (including any option to lease or purchase contained therein) are terminated and are of no further force or effect (other than indemnification and other contingent obligations that by their terms survive the termination of the agreements):
 - 1. Site Lease,
 - 2. Lease Agreement, and
 - 3. Assignment Agreement.
- (c) From and after the Effective Date, none of the parties hereto shall have any further rights or obligations thereunder (other than indemnification and other contingent obligations that by their terms survive the termination of the agreements).

Section 2. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Applicable Law. This Agreement shall be governed by the applicable laws of the State of California, applicable to contracts made and performed in said State.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement as of the date first set forth above.

SAN JOSÉ UNIFIED SCHOOL DISTRICT

By: _____
Seth Reddy, Chief Business Officer

SJUSD FINANCING CORPORATION

By: _____
Nancy Albarrán, Secretary

HASI OBS OP A LLC

By: _____

Name:

Title:

[ATTACH NOTARY ACKNOWLEDGMENT PAGES]

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On ____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Santa Clara, State of California, described as follows:

PARCEL ONE:

ALL of Lots 22, 24, 25, 26, 27, and 28 and the Northeasterly 50.00 feet of Lot 29, as shown upon that certain Map entitled "Map of Lenzen Subdivision", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on January 11, 1873 in Book E of Miscellaneous Records, page 50.

Excepting from the above Northeasterly 50.00 feet of Lot 29, the Northeasterly 20.00 feet thereof, as said lot is shown upon that certain Map entitled "Map of Lenzen Subdivision", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on January 11, 1873 in Book E of Miscellaneous Records, page 50.