

MONTGOMERY COUNTY PUBLIC SCHOOLS

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

January 31, 2025

VIA EMAIL

HET MCPS, LLC

195 Defense Highway

Annapolis, Maryland 21401

Attention: Duncan McIntyre (duncan@highlandet.com)

Richard Matteo (richard@highlandet.com)

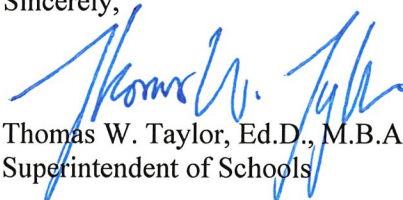
Dear Mr. McIntyre:

As the superintendent of schools, I have determined that it is in the best interest of the Board of Education of Montgomery County, operating Montgomery County Public Schools ("MCPS") to partially terminate for convenience the Transportation Equipment Services Agreement (the "TESA") dated as of March 1, 2021, between MCPS and HET MCPS, LLC ("Provider"). Accordingly, the MCPS notifies Provider that the TESA is hereby terminated in part for convenience pursuant to and in accordance with Article 12 ("TERMINATION FOR CONVENIENCE") of Exhibit 3 ("MCPS General Contract Articles"). The partial termination will be effective on the tenth day following the date of this Notice of Partial Termination and affects and rescinds any obligation to receive or accept delivery of, or become financially liable for, the forty (40) buses referred to by the parties to the TESA as the "Batch 6" buses previously slated for delivery in advance of the 2026–2027 school year.

MCPS reserves all rights, without prejudice, including the right to redesignate or convert this Partial Termination for Convenience pursuant to Exhibit 3, Article 12 of the TESA into: (a) a Partial Termination for Convenience pursuant to another applicable provision, or (b) a Termination for Cause on any/all appropriate alternative grounds.

Notwithstanding this Termination, MCPS recognizes the value in the parties' continued relationship with respect to charging stations, chargers, and charger-related equipment, communications equipment, maintenance and support provisions necessary or expedient to the effective utilization of the buses delivered and to be delivered under the parts and provisions of the TESA not hereby terminated (herein, the "Delivered Buses"), and MCPS expects to work with Provider on adjustments or revisions to other terms of the TESA commensurate with and supportive of an ongoing relationship with respect to the Delivered Buses.

Sincerely,



Thomas W. Taylor, Ed.D., M.B.A.
Superintendent of Schools

TWT:SPW:DEE:sln

Copy to:

Board of Education

Mrs. Alfonso-Windsor

Mrs. Edwards

Ms. McGuire

Mrs. Williams

Mr. Lewis