

September 6th, 2019

Atten: Office of Clean Energy
New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Re: Community Solar Energy Pilot Program Application Package

To Whom It May Concern,

G&S Solar (the "Proposer") is pleased to submit the attached proposal in response to the "Community Solar Energy Pilot Program Application - Application Period 1", dated September 9th, 2019.

G&S hereby is proposing the following project at the following address:

**12 Applegate Drive
Robbinsville Twp, NJ 08691**

We very much appreciate the opportunity to be considered for this exciting pilot program.

If you have any questions, please do not hesitate to reach out.

Very truly yours,



David Katz
G&S Solar
Telephone 212 286 3300;
Fax 212 286 4178;
Email Address: dkatz@gssolar.com.

September 6th, 2019

Attn: Office of Clean Energy
New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Re: 12 Applegate Solar LLC Site Lease Ownership Explanation

To Whom It May Concern,

G&S Solar (the "Proposer") is submitting the attached Site Lease Agreement for 12 Applegate Solar LLC, a G&S owned entity.

The organizational structure of G&S is that it builds, owns, and operates projects through individual LLCs that pass through to umbrella LLC's, who owns multiple project companies. In the case of 12 Applegate Solar LLC, it is owned by SunRay Joint Venture Solar, LLC - a G&S owned company.

If you have any questions, please do not hesitate to reach out.

Very truly yours,



David Katz
G&S Solar
Telephone 212 286 3300;
Fax 212 286 4178;
Email Address: dkatz@gssolar.com.

Community Solar Energy Pilot Program Application Form

Section A: Application Form Requirements, Instructions, Terms and Conditions

The following Application Form is intended only for entities submitting a community solar project for consideration by the New Jersey Board of Public Utilities ("Board" or "BPU"). Projects selected by the Board will be approved for participation in the Community Solar Energy Pilot Program, pursuant to the rules at N.J.A.C. 14:8-9.

This Application Form is valid only for the following Program Year and Application Period:

Program Year 1, Application Period 1

Application Period Opens: April 9, 2019 at 9:00 A.M.

Application Period Closes: September 9, 2019 at 5:00 P.M.

I. Minimum Qualification Requirements

The Community Solar Energy Pilot Program is open to projects that meet the following minimum requirements, and the full requirements defined in N.J.A.C. 14:8-9 (available for reference at the following link: [http://nicleanenergy.com/files/file/R_2019%20d_021%20\(51%20N_J_R_%20232\(a\)\).pdf](http://nicleanenergy.com/files/file/R_2019%20d_021%20(51%20N_J_R_%20232(a)).pdf)).

1. The proposed community solar project must be located in the electric service territory of an Electric Distribution Company ("EDC") in the State of New Jersey.
2. Existing solar projects may not apply to requalify as a community solar project. An existing solar project, as defined in N.J.A.C. 14:8-9.2, means a solar project having begun operation and/or been approved by the Board for connection to the distribution system prior to February 19, 2019. Projects having received a subsection (t) conditional certification from the Board prior to February 19, 2019 should refer to section B. XIII. Special Authorizations and Exemptions for additional information.
3. The Board will not consider Applications for EDCs to develop, own, or operate community solar project(s).
4. The Board will not consider Applications for projects sited on preserved farmland, as defined in N.J.A.C. 14:8-9.2.
5. The Board will not consider Applications for projects exceeding the capacity limit for individual community solar projects, set at 5 MW as defined in N.J.A.C. 14:8-9.4(g).

II. Instructions for Completing the Community Solar Energy Pilot Program Application Form

1. Each solar project applying to participate in the Community Solar Energy Pilot Program requires the submission of an individual Application Form. Do not apply for more than one (1) project per Application Form. There is no limit to the number of Application Forms that can be submitted by any one Applicant (see the definition of an "Applicant" in section A. III. Terms and Conditions).

2. Complete sections B and C, and Appendix A in full. All questions are required to be answered, unless explicitly marked as optional. All attachments are required, unless explicitly marked as optional. All attachments must be attached to the end of the Application Form, therefore forming a complete application package. Note that attachments marked as optional will be considered if included, but their absence will not penalize an Application.
3. Original signatures on all forms and certifications of this Application Form are required. The certifications contained in section C must be notarized.
4. Specific exemptions are identified throughout the Application Form which apply only if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals ("RFP"), Request for Quotations ("RFQ"), or other bidding process. If this is the case, the Applicant must include a letter describing the proposed bidding process, and the Applicant should complete all sections of the Application Form based on the project as it will be designed in the bidding process. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program (see section B. XIII. Special Authorizations and Exemptions).

III. Terms and Conditions

General Terms and Conditions

1. The "Applicant" is defined as the entity that submits the Community Solar Energy Pilot Program Application Form (for example, an Applicant may be a project developer, project owner, project operator, property owner, contractor, installer, or agent thereof).
2. Prior to completing the Application Form, the Applicant must carefully review the rules at N.J.A.C. 14:8-9, and any other rules, regulations, and codes applicable to the design, construction, and operation of a community solar project in New Jersey. All Applications must be in compliance with all local, state and federal rules, regulations and laws.
Furthermore, submission of an Application Form does not obviate the need for compliance with all applicable local, state, and federal laws and regulations at any time during the design, construction, operation, and decommissioning of a community solar project including, but not limited to, regulations by commissions such as the New Jersey Highlands Council and the New Jersey Pinelands Commission.
3. By submitting an Application, the Applicant acknowledges notice on behalf of all project participants that the information included in the Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Aggregated information may be used by the Board and/or other state, federal, county, regional or local agencies in reports and evaluations, and the geographic location may be used to update Geographic Information System ("GIS") mapping. Applicants may identify sensitive and trade secret information that they wish to keep confidential by submitting them in accordance with the confidentiality procedures set forth in



N.J.A.C. 14:1-12.3. Furthermore, the Applicant understands that the list of approved community solar projects will be published on the Board of Public Utilities website.

4. Amendments or supplements to the Community Solar Energy Pilot Program Application Form will be made available via the New Jersey Clean Energy Program ("NJCEP") website at www.njcleanenergy.com. This Application Form may be modified for future Application Periods at any time without prior notification.

Evaluation of Applications and Approval of Projects

5. Only Applications that are administratively complete by the close of the Application Period will be considered for participation in the Community Solar Energy Pilot Program during that Program Year. An application will be deemed administratively complete if: 1) All questions are completed, except those explicitly marked as optional, 2) All required attachments are included (see Appendix B for a checklist of required attachments), and 3) All required signatures are included. Applicants will be notified if an Application is deemed administratively incomplete. An incomplete Application may be amended and resubmitted during the following Application Period without advantage or disadvantage.
6. The Applicant may be required to supplement the information provided in the Application Form upon request from the Board or Board Staff.
7. Following the close of the Application Period, each Application will be reviewed and evaluated by a dedicated Evaluation Committee.
8. In reviewing each application, Board Staff may consult with the New Jersey Department of Environmental Protection ("NJDEP"), the New Jersey Department of Agriculture, or other state agencies and consultants as are relevant to the Application. Any information marked and submitted as confidential will be treated as such by the receiving agency, and used for the sole purpose of evaluation.
9. The criteria for evaluation of Applications are presented in Appendix C (Evaluation Criteria). Projects must score a minimum 30 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 30 points will be presented to the Board for approval for participation in the Community Solar Energy Pilot Program in order, starting with the highest-scoring project and proceeding to the lowest-scoring project, and until the allocated program capacity for that Program Year is filled.
The allocated program capacity for Program Year 1 is 75 MW. At least 40% of program capacity (i.e. at least 30 MW) will be allocated to LMI projects.
10. Board Staff may reject Applications that are incomplete at the close of the Application Period, that are not in compliance with the rules and regulations established in N.J.A.C. 14:8-9, or that do not meet a minimum standard for selection, as set forth in this Application Form.

Milestones and Follow-Up for Approved Projects

11. Should the proposed community solar project be approved by the Board for participation in the Community Solar Energy Pilot Program, such approval will be contingent on the project being constructed and operated as was proposed in its Application.

Furthermore, pursuant to the rules at N.J.A.C. 14:8-9.3(c), approved projects are expected to begin construction within 6 months of their approval by the Board, and are expected to become fully operational within 12 months of their approval by the Board. Extensions may be granted by Board Staff at its discretion, based on its assessment of the specific circumstances of each project approved.

In order to monitor compliance, approved projects will be required to submit updates to the Board:

- a. Prior to the beginning of construction, the Applicant must provide evidence that commitments in the following categories have been met: project location, community and environmental justice engagement, other benefits.
- b. Prior to applying for permission to operate ("PTO"), the Applicant must provide evidence that commitments in the following categories have been met: siting (other than location), all permits received.
- c. Prior to applying to the EDC for allocation of bill credits, the Applicant must provide evidence that commitments in the following categories have been met: product offering, subscriber type, geographic limit within EDC service territory.

If the approved project fails to be completed as proposed in the Application, and the Applicant fails to remediate the failure or provide an equivalent modification within a reasonable timeframe, the project may be penalized up to and including a withdrawal of the permission to operate in the Community Solar Energy Pilot Program.

Special Considerations for Project Siting

12. Unless the proposed community solar facility is located on a rooftop, parking lot, or parking structure, the Applicant must meet with the NJDEP's Office of Permit Coordination and Environmental Review ("PCER") to determine what permits may be required and to identify other potential issues. More information is available at: <http://www.nj.gov/dep/pcer>. The Applicant must have completed the NJDEP Permit Readiness Checklist and submitted said Checklist to NJDEP PCER prior to submitting the Application to the Board (see section B. VIII. Permits). The Permit Readiness Checklist is available at the following link: <https://www.nj.gov/dep/pcer/introchecklist.htm>.
13. Special attention should be paid when siting a project on a landfill, a brownfield, or an area of historic fill. For reference, NJDEP's *Guidance for Installation of Solar Renewable Energy Systems on Landfills in New Jersey* can be found at the following link: <https://www.nj.gov/dep/dshw/swp/solarguidance.pdf>.
14. The Applicant should review the environmental compliance history at the proposed site and the various operations that were conducted there. Satisfaction of all outstanding NJDEP regulatory



compliance obligations, if applicable, will be required prior to applying for permission to operate. The Applicant should identify any outstanding compliance and enforcement issues associated with the property on which the proposed project is to be sited and resolve them accordingly before submitting the Post Construction NJDEP Compliance Form, if applicable.

15. If the proposed project is sited on Green Acres preserved open space, as defined in N.J.A.C. 14:8-9.2, or on land owned by NJDEP, the Applicant must receive special approval for the project from NJDEP prior to submitting the Application to the Board, and attach proof of approval to their application package (see section B. VII. Community Solar Facility Siting).

Submitting an Application

Applications must adhere to all of the following instructions for submission. Applications must be received no later than 5:00 P.M. on the date of the close of the Application Period in order to be considered.

Mail or hand-deliver the original complete Application package plus three copies of the complete Application package to:

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Office of Clean Energy
Community Solar Energy Pilot Program Application Package

In addition, submit an electronic version of the complete Application package to both of the following email addresses: communitysolar@nicleanenergy.com and board.secretary@bpu.nj.gov.

Questions and Further Information

Please address all questions pertaining to the Application Form to communitysolar@nicleanenergy.com.

Additional guidance and Frequently Asked Questions will be available on the NJCEP website at: <http://nicleanenergy.com/renewable-energy/programs/community-solar>.



Section B: Community Solar Energy Project Description

Instructions: Section B must be completed in its entirety. Any attachments should be placed at the end of the Application package.

I. Applicant Contact Information

Applicant Company/Entity Name: G&S Solar

First Name: David

Last Name: Katz

Daytime Phone: 646.532.2317

Email: dkatz@gssolar.com

Applicant Mailing Address: 211 East 43rd St, 25th Floor

Municipality: New York

County: New York

Zip Code: 10017

Applicant is: ☒ Community Solar Project Owner ☒ Community Solar Developer/Facility Installer
☐ Property/Site Owner ☐ Subscriber Organization
☐ Agent (if agent, what role is represented) _____

II. Community Solar Project Owner

Project Owner Company/Entity Name (complete if known): G&S Solar

First Name: David

Last Name: Katz

Daytime Phone: 646.532.2317

Email: dkatz@gssolar.com

Mailing Address: 211 East 43rd St, 25th Floor

Municipality: New York

County: New York

Zip Code: 10017

III. Community Solar Developer

This section, "Community Solar Developer," is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. In all other cases, this section is required.

Developer Company Name (optional, complete if applicable): G&S Solar

First Name: David

Last Name: Katz

Daytime Phone: 646.532.2317

Email: dkatz@gssolar.com

Mailing Address: 211 East 43rd St, 25th Floor

Municipality: New York

County: New York

Zip Code: 10017

The proposed community solar project will be primarily built by:

☒ the Developer ☐ a contracted engineering, procurement and construction ("EPC") company



If the proposed community solar project will be primarily built by a contracted EPC company, complete the following (optional, complete if known):

If the EPC company information is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the EPC company becomes known.

EPC Company Name (optional, complete if applicable): _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

IV. Property/Site Owner Information

Property Owner Company/Entity Name: Matrix Realty, Inc.

First Name: Tom Last Name: McCloskey

Daytime Phone: 732.433.6476 Email: tmcclosk@matrixcompanies.com

Applicant Mailing Address: 211 East 43rd St, 25th Floor

Municipality: New York County: New York Zip Code: 10017

V. Community Solar Subscriber Organization (optional, complete if known)

If this section, "Community Solar Subscriber Organization," is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the Subscriber Organization becomes known.

Subscriber Organization Company/Entity Name (optional, complete if applicable): _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels):

3.12 MW AC 3.856 MW DC

Community Solar Facility Location (Address): 12 Applegate Drive

Municipality: Robbinsville Township County: Mercer Zip Code: 08691

Name of Property (optional, complete if applicable): 12 Applegate

Property Block and Lot Number(s): Block 41, Lot 19.09

Community Solar Site Coordinates: -74.581167 Longitude 40.198063 Latitude

Total Acreage of Property Block and Lots: 48.93 acres

Total Acreage of Community Solar Facility: 4.52 acres

Attach a delineated map of the portion of the property on which the community solar facility will be located. In the electronic submission, two copies of the delineated map should be provided: 1) as a PDF document, and 2) as a design plan in drawing file format (.dwg) or as a shapefile (.shp), in order to facilitate integration with Geographic Information System (GIS) software.

EDC electric service territory in which the proposed community solar facility is located: *(select one)*

- ☐ Atlantic City Electric ☒ Jersey Central Power & Light
☐ Public Service Electric & Gas ☐ Rockland Electric Co.

Estimated date of project completion* *(The Applicant should provide a good faith estimate of the date of project completion; however, this data is being collected for informational purposes only.):* July
(month) 2020 (year)

Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project.

The proposed community solar facility is an existing project* ☐ Yes ☒ No

If "Yes," the Application will not be considered by the Board. See section B. XIII. for special provisions for projects having received a subsection (t) conditional certification from the Board prior to February 19, 2019.

*Existing project is defined in N.J.A.C. 14:8-9.2 as a solar project having begun operation and/or been approved by the Board for connection to the distribution system prior to February 19, 2019.

VII. Community Solar Facility Siting

1. The proposed community solar project has site control* ☒ Yes ☐ No

If "Yes," attach proof of site control.

If "No," the Application will be deemed incomplete.

*Site control is defined as property ownership or option to purchase, signed lease or option to lease, or signed contract for use as a community solar site or option to contract for use as a community solar site.

2. The proposed community solar facility is located, in part or in whole, on preserved farmland* ☐ Yes ☒ No

..... ☐ Yes ☒ No

If "Yes," the Application will not be considered by the Board.



*Preserved farmland is defined in N.J.A.C. 14:8-9.2 as land from which a permanent development easement was conveyed and a deed of easement was recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-11 et seq.; land subject to a farmland preservation program agreement recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-24; land from which development potential has been transferred pursuant to N.J.S.A. 40:55D-113 et seq. or N.J.S.A. 40:55D-137 et seq.; or land conveyed or dedicated by agricultural restriction pursuant to N.J.S.A. 40:55D-39.1.

3. The proposed community solar facility is located, in part or in whole, on Green Acres preserved open space* or on land owned by the New Jersey Department of Environmental Protection (NJDEP) ☐ Yes ☒ No

If "Yes," the Applicant must attach special authorization from NJDEP for the site to host a community solar facility. The Board will not consider Applications for projects located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP, unless the Applicant has received special authorization from NJDEP and includes proof of such special authorization in the Application package.

*Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either "funded parkland" or "unfunded parkland" under N.J.A.C. 7:36, or land purchased by the State with "Green Acres funding" (as defined at N.J.A.C. 7:36).

4. The proposed community solar facility is located, in part or in whole, on land located in the New Jersey Highlands Planning Area or Preservation Area ☐ Yes ☒ No

5. The proposed community solar facility is located, in part or in whole, on land located in the New Jersey Pinelands ☐ Yes ☒ No

6. The proposed community solar facility is located, in part or in whole, on land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the "Farmland Assessment Act of 1964," P.L. 1964, c.48 (C. 54:4-23.1 et seq.) at any time within the ten year period prior to the date of submission of the Application ☐ Yes ☒ No

7. The proposed community solar facility is located, in part or in whole, on a landfill ☐ Yes ☒ No

If "Yes," provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm: _____

8. The proposed community solar facility is located, in part or in whole, on a brownfield ☐ Yes ☒ No

If "Yes," has a final remediation document been issued for the property? ☐ Yes ☐ No



If "Yes," attach a copy of the Response Action Outcome ("RAO") issued by the LSRP or the No Further Action ("NFA") letter issued by NJDEP.

9. The proposed community solar facility is located, in part or in whole, on an area of historic fill ☐ Yes ☒ No
If "Yes," have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented? ☐ Yes ☐ No
Has the remediation of the historic fill been completed pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-5.4? ☐ Yes ☐ No
If the remediation of the historic fill has been completed, attach a copy of the Response Action Outcome ("RAO") issued by a Licensed Site Remediation Professional ("LSRP") or the No Further Action ("NFA") letter issued by NJDEP.
10. The proposed community solar facility is located on a parking lot ☐ Yes ☒ No
11. The proposed community solar facility is located on a parking deck ☐ Yes ☒ No
12. The proposed community solar facility is located on a rooftop ☒ Yes ☐ No
13. The proposed community solar facility is located on a canopy over an impervious surface (e.g. walkway) ☐ Yes ☒ No
14. The proposed community solar facility is located on the property of an affordable housing building or complex ☐ Yes ☒ No
15. The proposed community solar facility is located on a water reservoir or other water body ("floating solar") ☐ Yes ☒ No
16. The proposed community solar facility is located on an area designated in need of redevelopment ☐ Yes ☒ No
If "Yes," attach proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.
17. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity ☐ Yes ☒ No
If "Yes," attach proof of the designation of the area as "preserved" from a municipal, county, or state entity.
18. The proposed community solar facility is located, in part or in whole, on forested lands ☐ Yes ☒ No



Construction of the proposed community solar facility will require cutting down one or more trees ☐ Yes ☒ No

If "Yes," estimated number of trees required to be cut for construction: _____

19. The proposed community solar facility is located on land or a building owned or controlled by a government entity, including, but not limited to, a municipal, county, state, or federal entity ☐ Yes ☒ No

20. Are there any use restrictions at the site? ☐ Yes ☒ No

If "Yes," explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.

Will the use restriction be required to be modified? ☐ Yes ☐ No

If "Yes," explain the modification below.

21. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, land enhancements, pollination support, stormwater management, soil conservation, etc.) ☐ Yes ☒ No

If "Yes," explain below, and provide any additional documentation in an attachment.

VIII. Permits

1. The Applicant has completed NJDEP Permit Readiness Checklist, and submitted it to NJDEP's PCER ☐ Yes ☒ No

If "Yes," attach a copy of the completed Permit Readiness Checklist as it was submitted to NJDEP PCER.



If "No," the Application will be deemed incomplete. Exception: Applications for community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.

2. The Applicant has met with NJDEP's PCER ☐ Yes ☒ No

If "Yes," attach proof of a meeting with NJDEP PCER.

If "No," the Application will be deemed incomplete. Exception: Applications for community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.

3. Please list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility pursuant to local, state and federal laws and regulations. Include permits that have already been received, have been applied for, and that will need to be applied for. The Applicant may extend this table by attaching additional pages if necessary. These include:

- Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, New Jersey Pollutant Discharge Elimination System "NJPDES", etc.) for the property.
- Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, NJPDES, etc.) directly related to the installation and operation of a solar facility on this property.
- Permits, approvals, or other authorizations other than those from NJDEP for the development, construction, or operation of the community solar facility (including local zoning and other local and state permits)

An Application that does not list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility will be deemed incomplete.

If a permit has been received, attach a copy of the permit.

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for (if applicable) / Date Permit Received (if applicable)
Construction Permit	Robbinsville Township	N/A
Approval to Operate	Jersey Central Power & Light	N/A



4. The Applicant has consulted the hosting capacity map of the relevant EDC and determined that, based on the capacity hosting map as published at the date of submission of the Application, there is sufficient capacity available at the proposed location to build the proposed community solar facility ☒ Yes ☐ No
If "Yes," include a screenshot of the capacity hosting map at the proposed location, showing the available capacity.
If "No," the Application will be deemed incomplete.

IX. Community Solar Subscriptions and Subscribers

1. Estimated or Anticipated Number of Subscribers (*please provide a good faith estimate or range*):
250-300
2. Estimated or Anticipated Breakdown of Subscribers (*please provide a good faith estimate or range of the kWh of project allocated to each category*):
Residential: 2,400,000/year Commercial: 2,160,000/year
Industrial: _____ Other: _____ (define "other": _____)
3. The proposed community solar project is an LMI project* ☒ Yes ☐ No
*An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.
4. The proposed community solar project will allocate at least 51% of project capacity to residential customers ☒ Yes ☐ No
5. The proposed community solar project is being developed in partnership with an affordable housing provider: ☒ Yes ☐ No
If "Yes," attach a letter of support from the affordable housing provider.
6. An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project ☐ Yes ☒ No
If "Yes," estimated or anticipated percentage of the project capacity for the affordable housing provider's subscription (*provide an estimate or range*): _____

If "Yes," what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?

Additionally, the affordable housing provider must attach a signed affidavit that the specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription will be passed through to their residents/tenants.

7. This project uses an anchor subscriber (optional) ☒ Yes ☐ No
 If "Yes," name of the anchor subscriber (optional):
 Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription:
8. Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants? ☐ Yes ☒ No
 If "Yes," what specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription are being passed through to the tenants?

Additionally, the account holder of the master meter must attach a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to the tenants.

If "No," please be aware that, if, at any time during the operating life of the community solar project the account holder of a master meter wishes to subscribe to the community solar project on behalf of its tenants, it must submit to the Board a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to its tenants.

9. The geographic restriction for distance between project site and subscribers is: (select one)
☒ No geographic restriction: whole EDC service territory
☐ Same county OR same county and adjacent counties
☐ Same municipality OR same municipality and adjacent municipalities

Note: The geographic restriction selected here will apply for the lifetime of the project, barring special dispensation from the Board, pursuant to N.J.A.C. 14:8-9.5(a).



10. Product Offering: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*

The subscription proposed offers guaranteed or fixed savings to subscribers ☒ Yes ☐ No

If "Yes," the guaranteed or fixed savings are offered as:

- ☒ A percentage saving on the customer's annual electric utility bill
- ☐ A percentage saving on the customer's community solar bill credit
- ☐ Other: _____

If "Yes," the proposed savings represent:

- ☐ 0% - 5% of the customer's annual electric utility bill or bill credit
- ☒ 5% - 10% of the customer's annual electric utility bill or bill credit
- ☒ 10% - 20% of the customer's annual electric utility bill or bill credit
- ☐ over 20% of the customer's annual electric utility bill or bill credit

The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility ☐ Yes ☒ No

If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.

11. The list of approved community solar projects will be published on the Board's website. Additionally, subscriber organizations have the option of indicating, on this list, that the project is currently seeking subscribers.

If this project is approved, the Board should indicate on its website that the project is currently seeking subscribers ☒ Yes ☐ No

If "Yes," the contact information indicated on the Board's website should read:

Company/Entity Name: G&S Solar Contact Name: David Katz
Daytime Phone: 646.532.2317 Email: dkatz@gssolar.com

Note: it is the responsibility of the project's subscriber organization to notify the Board if/when the project is no longer seeking subscribers, and request that the Board remove the above information on its website.

X. Community Engagement

1. The proposed community solar project is being developed by or in collaboration* with the municipality in which the project is located ☐ Yes ☒ No

If "Yes," explain how and attach a letter of support from the municipality in which the project is located.

*Collaboration with the municipality should include, at minimum, one or more meetings with relevant municipal authorities and clear evidence of municipal involvement and approval of the design, development, or operation of the proposed community solar project.

2. The proposed community solar project is being developed in collaboration* with one or more local community organization(s) ☐ Yes ☒ No

If "Yes," explain how and attach a letter of support from the local community organization(s).

*Collaboration with a local community organization should include, at minimum, one or more meetings with the relevant local community organization(s) and clear evidence of the local community organization's involvement and approval of the design, development, or operation of the proposed community solar project.

3. The proposed community solar project was developed, at least in part, through a community consultative process* ☐ Yes ☒ No

If "Yes," please describe the consultative process.

*A community consultative process should include, at minimum, one or more opportunities for public intervention and outreach to the municipality and/or local community organizations.

nccleanenergy.com

XI. Project Cost

1. Provide the following cost estimates and attach substantiating evidence in the form of charts and/or spreadsheet models:

Applicants are expected to provide a good faith estimate of costs associated with the proposed community solar project, as they are known at the time the Application is filed with the Board. This information will not be used in the evaluation of the proposed community solar project.

Net Installed Cost (in \$)	6,169,600
Net Installed Cost (in \$/Watt)	1.60
Initial Customer Acquisition Cost (in \$/Watt)	0.045 - 0.085
Annual Customer Churn Rate (in %)	2-4



Annual Operating Expenses (in c/kWh)	3.8
LCOE (in c/kWh)	10.1

2. Pursuant to N.J.A.C. 14:8-9.7(q), "community solar projects shall be eligible to apply, via a one-time election prior to the delivery of any energy from the facility, for SRECs or Class I RECs, as applicable, or to any subsequent compensations as determined by the Board pursuant to the Clean Energy Act."

For indicative purposes only, please indicate all local, state and federal tax incentives which will be applied to if the proposed community solar project is approved for participation in the Community Solar Energy Pilot Program:

Solar Investment Tax Credit

XII. Other Benefits

1. The proposed community solar facility is paired with another distributed energy resource:
- a. Micro-grid project ☐ Yes ☒ No
 - b. Storage ☐ Yes ☒ No
 - c. Other (identify): ☐ Yes ☒ No

2. The proposed community solar facility provides grid benefits (e.g. congestion reduction) ☒ Yes ☐ No

If "Yes" to any, please explain how and provide supporting documents.

It is our plan to add energy storage as the market matures. When added, this will help with demand response, peak shaving, and grid congestion.

4. The proposed community solar project will create temporary or permanent jobs in New Jersey ☒ Yes ☐ No

If "Yes," estimated number of temporary jobs created in New Jersey: 10

If "Yes," estimated number of permanent jobs created in New Jersey: 1

5. The proposed community solar project will provide job training opportunities for local solar trainees ☐ Yes ☒ No

If "Yes," will the job training be provided through a registered apprenticeship? ☐ Yes ☒ No

If "Yes," identify the entity or entities through which job training is or will be organized (e.g. New Jersey GAINS program, partnership with local school):

XIII. Special Authorizations and Exemptions

1. Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)? ☐ Yes ☒ No
If "Yes," please explain why the co-location can be approved by the Board, consistent with the provisions at N.J.A.C. 14:8-9.

2. Does this project seek an exemption from the 10-subscriber minimum? ☐ Yes ☒ No
If "Yes," please demonstrate below (and attach supporting documents as relevant):
 - a. That the project is sited on the property of a multi-family building.
 - b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.

3. Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Has the Applicant left those specific sections blank? ☐ Yes ☒ No
If "Yes," attach a letter describing the proposed bidding process. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.

4. Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019? ☐ Yes ☒ No
If "Yes," the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t)

conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.



New Jersey's
cleanenergy
program™
njcleanenergy.com

Section C: Certifications

Instructions: Original signatures on all certifications are required. All certifications in this section must be notarized.

Applicant Certification

The undersigned warrants, certifies, and represents that:

- 1) I, _____ (name) am the _____ (title) of the Applicant _____ (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the SREC Registration Program or subsequent revision to the SREC Registration Program, if applicable; and
- 5) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
- 6) My organization acknowledges that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Company: _____

Signed and sworn to before me on this _____ day of _____, 20__

Signature

Name



Section C: Certifications

Instructions: Original signatures on all certifications are required. All certifications in this section must be notarized.

Applicant Certification

The undersigned warrants, certifies, and represents that:

- 1) I, David Katz (name) am the Director of Renewable Energy (title) of the Applicant G+S Solar (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the SREC Registration Program or subsequent revision to the SREC Registration Program, if applicable; and
- 5) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
- 6) My organization acknowledges that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

Signature: [Signature]

Date: 9/6/19

Print Name: David Katz

Title: Director of Renewable Energy

Company: G+S Solar

Signed and sworn to before me on this 6th day of September 2019

Signature: [Signature]

Name

Monica A Draser
Notary Public, State of New York
No. 01DR5070927
Qualified in Suffolk County
Commission Expires Jan. 6, 2023



Project Developer Certification

This Certification "Project Developer / Installer" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process. In all other cases, this Certification is required.

The undersigned warrants, certifies, and represents that:

- 1) I, David Katz (name) am the Director of Renewable Energy (title) of the Project Developer G+S Solar (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the SREC Registration Program or subsequent revision to the SREC Registration Program, if applicable; and
- 5) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
- 6) My organization acknowledges that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

Signature: [Signature]

Date: 9/6/19

Print Name: David Katz

Title: Director of
Renewable Energy

Company: G+S Solar

Signed and sworn to before me on this 6th day of Sept., 2019

[Signature]
Signature: Monica Draser

Name

Monica A Draser
Notary Public, State of New York
No. 01DR5070927
Qualified in Suffolk County
Commission Expires Jan. 6, 2023



Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, David Katz (name) am the Director of Renewable Energy (title) of the Project Owner G+S Solar (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the SREC Registration Program or subsequent revision to the SREC Registration Program, if applicable; and
- 5) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
- 6) My organization acknowledges that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

Signature: [Signature] Date: 9/6/19

Print Name: David Katz
Title: Director of Renewable Energy Company: G+S Solar

Signed and sworn to before me on this 6th day of September, 2019

Signature: [Signature]
Name: Monica Draser

Monica A Draser
Notary Public, State of New York
No. 01DR5070927
Qualified in Suffolk County
Commission Expires Jan. 6, 2028

September 6th, 2019

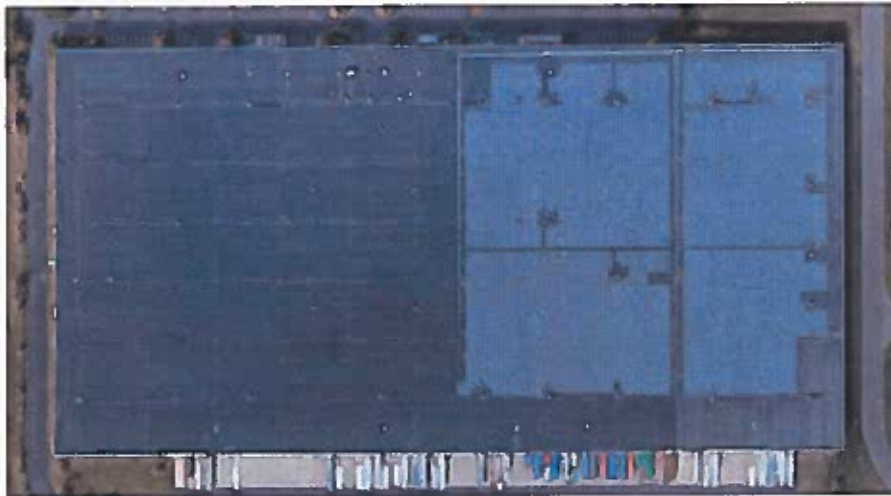
Attn: Office of Clean Energy
New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Re: Property Owner Certification Explanation

To Whom It May Concern,

In regards to 12 Applegate, the attached site lease shows that G&S Solar has the right to develop on the roof of the property. All of the information in the Property Owner Certification form can be found in the 12 Applegate Site Lease signed by both parties. Furthermore, we have already built and currently own a net-metering project on the same roof, as seen below. The proposed project would fill out the roof space surrounding our existing installation.

Existing installation:



If you still deem the Property Owner Certification form as a requirement, please let us know and we will get it executed.

Very truly yours,



David Katz
G&S Solar
Telephone 212 286 3300;
Fax 212 286 4178;
Email Address: dkatz@gssolar.com.



Section D: Appendix

Appendix A: Product Offering Questionnaire

Complete the following Product Offering Questionnaire. If there are multiple different product offerings for the proposed community solar project, please complete and attach one Product Offering Questionnaire per product offering.

Applicants are expected to provide a good faith description of the product offerings developed for the proposed community solar project, as they are known at the time the Application is filed with the Board. If the proposed project is approved by the Board, the Applicant must notify the Board and receive approval from the Board for any modification or addition to a Product Offering Questionnaire.

Exception: This "Product Offering Questionnaire" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process.

This Questionnaire is Product Offering number 1 of 1 (total number of product offerings).

1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage):

The Community Solar Subscription will be a percentage of the community solar facility's nameplate capacity, and that percentage will be based on 100% the subscriber's actual usage.

2. Community Solar Subscription Price: (check all that apply)

☒ Fixed price per month

☒ Variable price per month, variation based on: \$/kWh will be fixed, but kWh will vary each month (due to weather).

☐ The subscription price has an escalator of _____ % every _____ (interval)

3. Contract term (length): _____ months, or _____ years OR ☒ month-to-month

4. Fees

☐ Sign-up fee: _____

☐ Early Termination or Cancellation fees: _____

☐ Other fee(s) and frequency: _____

5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? ☒ Yes ☐ No

If "Yes," the savings are guaranteed or fixed:

- ☐ As a percentage of monthly utility bill
- ☒ As a fixed guaranteed savings compared to average historic bill
- ☐ As a fixed percentage of bill credits
- ☐ Other: _____

6. Special conditions or considerations:

We guarantee 10% savings from their average historic bill.



Appendix B: Required Attachments Checklist

Note that this list is for indicative purposes only. Additional attachments may be required, and are identified throughout this Application Form.

Required Attachments for all Applications	Page	Attached?
Delineated map of the portion of the property on which the community solar facility will be located.	p.7	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
For electronic submission only: copy of the delineated map of the portion of the property on which the community solar facility will be located as a PDF and in drawing file format (.dwg) or as a shapefile (.shp).	p.7	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of site control.	p.8	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Copy of the completed Permit Readiness Checklist as it was submitted to NJDEP PCER, if applicable.	p.11	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proof of a meeting with NJDEP PCER, if applicable.	p.12	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A screenshot of the capacity hosting map at the proposed location, showing the available capacity.	p.12	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Substantiating evidence of project cost in the form of charts and/or spreadsheet models.	p.16	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certifications in Section C.	p.19-23	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Product Offering Questionnaire(s).	p.24	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Required Attachments for Exemptions	Page	Attached?
The Applicant is a government entity (municipal, county, or state), and the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process: ⇒ Attach a letter from the Applicant describing the bidding process	p.6, p.19	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The proposed community solar project is located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP. ⇒ Attach special authorization from NJDEP for the site to host a community solar facility.	p.8	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The proposed community solar project has received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019. ⇒ Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.	p. 19	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

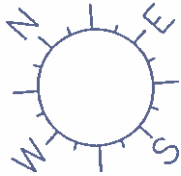
Appendix C: Evaluation Criteria

The Evaluation Criteria chart below lists the various categories that the Board will consider in evaluating project Applications. Projects must score a minimum 30 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 30 points will be awarded program capacity in order, starting with the highest-scoring project and proceeding to the lowest-scoring project.

Evaluation Criteria	Max. Points
Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project	30
Siting Higher preference: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks Medium preference: canopies over impervious surfaces (e.g. walkway), areas designated in need of redevelopment No Points: preserved lands, wetlands, forested areas, farmland Bonus points for: landscaping, land enhancement, pollination support, stormwater management, soil conservation	20 Max. possible bonus points: 5
Product Offering Higher preference: guaranteed savings >10%, flexible terms* Medium preference: guaranteed savings >5% No Points: no guaranteed savings, no flexible terms* *Flexible terms may include: no cancellation fee, short-term contract	15
Community and Environmental Justice Engagement Higher preference: partnership with municipality, partnership with local community organization(s), partnership with affordable housing provider Medium preference: letter of support from municipality, project owner is a government and/or public and/or quasi-public entity, project owner is an affordable housing developer	10
Subscribers Higher preference: more than 51% project capacity is allocated to residential subscribers	10
Other Benefits Higher preference: Provides local jobs/job training, demonstrates co-benefits (e.g. paired with storage, micro-grid project, energy audit, EE measures)	10
Geographic Limit within EDC service territory Higher preference: municipality/adjacent municipality Medium preference: county/adjacent county No Points: any geographic location within the EDC service territory.	5

ESTIMATE LAYOUT

Total: 10,712 Modules, 3,856.32 kW



HELIENE 360W
 10 Degree Tilt, PANEL CLAW FR
 Building Offset: 42 Degrees East of Coordinate South
 Azimuth: 138 Degrees

Total Roof Area:	Approx. 701,312 Sq. Ft.
System Coverage:	197,097 Sq. Ft., Approx. 42%
Watts Per Sq. Ft. of Roof:	Approx. 5.50
Watts Per Sq. Ft. of Array:	Approx. 12.98



Scale 1" = 200'-0"

Project: LIFETIME BRANDS 12 APPLEGATE DRIVE ROBBINSVILLE, NJ 08691				By: CN	
G&S SOLAR G&S SOLAR INSTALLERS, LLC 211 EAST 43RD STREET NEW YORK, NY 10017				Layout Using Heliene Solar 360W Modules Attached with Panel Claw Racking	
				September 3, 2019	
				A B C D	

SITE LEASE AGREEMENT
Between
12 Applegate Solar, LLC ("Tenant")
And
Matrix 7A Land Venture I, LLC ("Landlord")
For
12 Applegate Drive
Robbinsville Township, New Jersey 08691

Dated: October 31, 2011

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SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is made and entered into as of the 31 day of October, 2011 ("Effective Date") by and between 12 Applegate Solar, LLC, a Delaware limited liability company, with offices located at 545 Madison Avenue, 14th Floor, New York, New York 10022 ("Tenant") and Matrix 7A Land Venture I, LLC, a New Jersey limited liability company, with offices located c/o Matrix Development Group, Forsgate Drive, CN4000, Cranbury, NJ 08512 ("Landlord").

RECITALS:

WHEREAS, Landlord is the fee title owner of the land ("Land") and the improvements ("Improvements") located thereon (collectively the "Property") in the Township of Robbinsville, County of Mercer and State of New Jersey, ("Township") commonly known as 12 Applegate Drive, Robbinsville Township, New Jersey 08691 and more particularly described in Exhibit A, attached hereto.

WHEREAS, the Improvements are shown on Exhibit B, attached hereto and include a one story warehouse/industrial building ("Building") of approximately 700,000 square feet in area and the roof of the Building ("Roof") of approximately 700,000 square feet in area.

WHEREAS, the date on which any Tenant Party, as this term is hereinafter defined, first enters onto the Premises, as this term is hereinafter defined, to commence installation of the Solar System, as this term is hereinafter defined, which installation can include, but is not limited to, the storage or stockpiling of materials to install the Solar System is referred to in this Lease as the "Installation Commencement Date."

WHEREAS, the Roof, pursuant to Tenant's review, diligence and structural assessment, has the capacity to hold all of the equipment required to produce solar-generated electricity at the Property, which equipment would consist of: (i) approximately 4.5 MW (DC) of photovoltaic solar panels and mounting and/or tracking hardware for said solar panels (collectively, "Solar Array"); (ii) wiring and cabling ("Wiring and Cabling"); (iii) inverters ("Inverters"); (iv) transformers ("Transformers"); (v) electricity meters ("Meters"); and (vi) interconnection equipment ("Interconnection Equipment"), all such equipment as may be installed from time to time is referred to in this Lease as the "Solar System", which may be installed and operated as discreet subsystems ("Subsystem") and each subsystem of which may be allocated to different tenants at the Building or Off-Takers (hereinafter defined).

WHEREAS, Robbinsville 7A Warehouse Group, LLC, a New Jersey limited liability company, with offices located at 175 Central Avenue South, Bethpage, NY 11714 ("11 AD Owner") is the fee title owner of the land and improvements located at 11 Applegate Drive, Robbinsville Township, New Jersey 08691, known and designated as Tax Block 41.02, Lot 3.01 on the Tax Maps of the Township of Robbinsville, Mercer County, New Jersey ("11 Applegate Drive").

WHEREAS, Matrix 7A Land Venture II, LLC, a New Jersey limited liability company ("MLV II"), with offices located c/o Matrix Development Group, Forsgate Drive, CN4000,

Cranbury, New Jersey 08512 is the fee title owners of the land and improvements located at 10 Applegate Drive, Robbinsville Township, New Jersey 08691, known and designated as Tax Block 41, Lot 33 on the Tax Maps of the Township of Robbinsville, Mercer County, New Jersey ("10 Applegate Drive").

WHEREAS, HB4, LLC, a New Jersey limited liability company ("HB4") is the fee title owner of the land and improvements located at 8 Applegate Drive, Robbinsville Township, New Jersey 08691, known and designed as Tax Block 41, Lot 19.07 on the Tax Maps of the Township of Robbinsville, Mercer County, New Jersey ("8 Applegate Drive").

WHEREAS, the Solar System generating electricity and Tenant: (i) entering into interconnection agreements with Jersey Central Power and Light Company ("JCPL") (ii) entering into a commercially reasonable power purchase agreement ("Lifetime PPA") with Lifetime Brands, Inc. ("LBI") for the sale and purchase of approximately 1.9 MW (DC) of electricity generated by the Solar System for LBI's leased premises located at the Property; and (iii) concurrently with entering into this Lease with Landlord and entering into a commercially reasonable power purchase agreement ("Landlord PPA") with Landlord for the sale and purchase of electricity generated by the Solar System for the Property in some minimum amount in the event LBI vacates LBI's leased premises at the Property, all of which, together, are referred to collectively in this Lease as "Program A".

WHEREAS, Program A together with Tenant also doing any one or more of the following, as applicable: (i) entering into a commercially reasonable power purchase agreement ("Morton PPA") with a tenant ("Morton") at 10 Applegate Drive, for the sale and purchase of electricity generated by the Solar System for the premises that Morton leases from MLV II at 10 Applegate Drive; (ii) entering into a commercially reasonable power purchase agreement ("Nordson PPA") with Nordson EFD ("Nordson") for the sale and purchase of electricity generated by the Solar System for the premises that Nordson leases from HB4 at 8 Applegate Drive; (iii) entering into a commercially reasonable easement or license agreement ("8 Applegate License") with HB4 for any land located at 8 Applegate Drive which is required for the installation and use of lines and equipment in order to provide electricity in connection with Off-Site PPAs, as this term is hereinafter defined in Section I.F. of this Lease; (iv) entering into a commercially reasonable easement or license agreement ("10 Applegate License") with MLV II for any land located at 10 Applegate Drive which is required for the installation and use of lines and equipment in order to provide electricity in connection with Off-Site PPAs; and (v) entering into a commercially reasonable easement or license agreement ("11 Applegate License") with 11 AD Owner for any land located at 11 Applegate Drive which is required for the installation and use of lines and equipment in order to provide electricity in connection with Off-Site PPAs; (items (iii) through (v) collectively being the "Applegate Drive Licenses"); and entering into one or more other Off-Site PPAs for the sale of electricity generated by the Solar System with additional buyers as may be feasible and legally permissible as applicable, are referred to collectively in this Lease as "Program A1."

WHEREAS, the Solar System generating electricity and Tenant entering in an interconnection agreement with JCPL and/or the PJM electric power pool to allow Tenant to interconnect the Solar System to the electrical system of JCPL and/or the PJM electric power

pool and sell the electricity generated by the Solar System to JCPL and/or the PJM electric power pool are referred to collectively in this Lease as "Program B."

WHEREAS, a hybrid of all or a portion of Program A1 together with Program B is referred to in this Lease as "Program C."

WHEREAS, all required approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, from all governmental agencies with jurisdiction, if applicable, over the Property, Landlord, Tenant, LBI, Morton, Nordson, MLV II, HB4, 11 AD Owner, 11 Applegate Drive, 10 Applegate Drive, 8 Applegate Drive and the Solar System, including, but not limited to, the New Jersey Board of Public Utilities ("BPU") and the Township ("Governmental Agencies") and from all utility companies with jurisdiction, if applicable, over the Property, Landlord, Tenant, LBI, Morton, Nordson, MLV II, HB4, 11 AD Owner, 11 Applegate Drive, 10 Applegate Drive, 8 Applegate Drive and the Solar System, including, but not limited to, JCPL ("Utilities"), of the Plans and Specifications, as this term is hereinafter defined, for the Solar System and Program A are referred to collectively in this Lease as the "Approvals."

WHEREAS, all required approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, from all Governmental Agencies and from all Utilities of the Plans and Specifications, for the Solar System and Program A1 are referred to collectively in this Lease as the "A1 Approvals."

WHEREAS, all required approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, from all Governmental Agencies and from all Utilities of the Plans and Specifications, for the Solar System and Program B are referred to collectively in this Lease as the "B Approvals."

WHEREAS, all required approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, from all Governmental Agencies and from all Utilities of the Plans and Specifications, for the Solar System and Program C are referred to collectively in this Lease as the "C Approvals."

WHEREAS, the final Governmental Agency and Utility permits and approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, to actually operate the completed Solar System on the Premises in accordance with Program A are referred to collectively in this Lease as the "Final Approvals."

WHEREAS, the final Governmental Agency and Utility permits and approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, to actually operate the completed Solar System on the Premises in accordance with Program A1 are referred to collectively in this Lease as the "A1 Final Approvals."

WHEREAS, the final Governmental Agency and Utility permits and approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, to actually operate the completed Solar System on the Premises in accordance with Program B are referred to collectively in this Lease as the "B Final Approvals."

WHEREAS, the final Governmental Agency and Utility permits and approvals, with all appeal periods therefrom having expired without any appeals thereof being taken by any third parties, to actually operate the completed Solar System on the Premises in accordance with Program C are referred to collectively in this Lease as the "C Final Approvals."

WHEREAS, the conceptual plans and specifications of the Solar System are set forth in Exhibit C-1, attached hereto.

WHEREAS, the conceptual location of the Solar Array on the Roof is shown on Exhibit D-1, attached hereto.

WHEREAS, the conceptual locations of all Wiring and Cabling, Inverters, Transformers, Meters and Interconnection Equipment on the Property not located within the portion of the Roof shown conceptually on Exhibit D-1, are shown on Exhibit E-1, attached hereto.

WHEREAS, those portions of the of the Property shown conceptually on Exhibit D-1 and Exhibit E-1 are referred to collectively in this Lease as the "Premises."

WHEREAS, that portion of the air space over the Land shown conceptually on Exhibit F-1, attached hereto, is referred to in this Lease as the "Insolation Area."

WHEREAS, those portions of the Property shown conceptually on Exhibit G-1, attached hereto, are referred to in this Lease as the "Installation, Maintenance and Repair Access Areas."

WHEREAS, those portions of the Property shown conceptually on Exhibit H-1, attached hereto, are referred to in this Lease as the "Installation, Maintenance and Repair Staging Areas."

WHEREAS, the Installation, Maintenance and Repair Access Areas and Installation, Maintenance and Repair Staging Areas are referred to collectively in this Lease as the "License Areas."

WHEREAS, in this Lease "Applicable Laws" means collectively any and all federal, state and local laws, rules, regulations, statutes and ordinances, including, but not limited to, all Environmental Laws, as this term is hereinafter defined, applicable to the Property, the Solar System, the Landlord, Tenant, LBI, Morton, Nordson, MLV II, HB4, 11 AD Owner, any Particular Off-Takers, as hereinafter defined, 11 Applegate Drive, the 10 Applegate Drive, 8 Applegate Drive and the Tenant Parties, as hereinafter defined. Applicable Laws also includes the requirements of all insurance carriers with respect to all insurance policies required by **Article IX** of this Lease.

WHEREAS, in this Lease "Environmental Laws" means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations, now or hereafter enacted, relating to the protection of human health or the environment including, without limitation, the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. § 9601, et seq.), the New Jersey Industrial Site Recovery Act (N.J.S.A. 13:1K-6, et seq.), the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.) and any regulation promulgated pursuant thereto as any of the same may be amended or supplemented from time to time.

WHEREAS, in this Lease "Hazardous Materials" shall be defined as any hazardous chemical, hazardous substance, hazardous waste or similar terms as defined in any Environmental Law.

WHEREAS, the date on which each of the following conditions has been satisfied, to the extent applicable: (i) the Solar System is functionally capable of generating and supplying electricity in accordance with the Plans and Specifications; (ii) the Solar System is functionally capable of generating and supplying electricity in accordance with the Approvals, the A1 Approvals, the B Approvals or the C Approvals; (iii) all conditions of the Approvals, the A1 Approvals, the B Approvals or the C Approvals have been met; (iv) the Tenant has obtained the Final Approvals, the A1 Final Approvals, the B Final Approvals or the C Final Approvals; and (v) the Solar System is generating and supplying electricity in accordance with the Plans and Specifications, the Approvals, the A1 Approvals, the B Approvals or the C Approvals and the Final Approvals, the A1 Final Approvals, the B Final Approvals or the C Approvals is referred to in this Lease as the "Commercial Operation Date" or "COD".

WHEREAS, Tenant, Tenant's contractors and subcontractors, Tenants agents, Installer, as this term is hereinafter defined, Installer's contractors and subcontractors, Installer's agents and the officers, principals, managers, partners, employees, independent contractors and subcontractors of any of them who may from time to time enter upon the Premises or the License Areas in order to install, operate, maintain, clean, repair and/or replace the Solar System are referred to collectively in this Lease as the "Tenant Parties."

WHEREAS, any natural person or entity, other than Tenant, who at any time and from time to time during the Term, as this term is hereinafter defined, has a tenancy or sub-tenancy in the Property or any portion thereof (collectively "Other Tenant Space") is referred to in this Lease as an "Other Tenant."

WHEREAS, subject to all of the terms and conditions of this Lease, Landlord is leasing the Premises to Tenant, and Tenant is leasing the Premises from Landlord, to develop, finance, install, own, operate, maintain, clean, repair and/or replace the Solar System.

NOW, THEREFORE, in consideration of the Premises, the Rent, as this term is hereinafter defined, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord hereby agree as follows:

I. ARTICLE I - DEMISE, PERMITTED USE, TERM, LICENSES.

A. *Demise of the Premises.*

During the Term, Landlord does hereby demise and lease the Premises to Tenant, and Tenant does hereby lease the Premises from Landlord, in accordance with and subject to all of the terms and conditions set forth in this Lease, for only the Permitted Use, as this term is hereinafter defined.

B. Permitted Use.

1. Subject to and in accordance with all of the terms and conditions of this Lease, during the Term, Tenant can use the Premises only to do the following, referred to collectively in this Lease as the "Permitted Use:"

a. to develop, finance, install, own, operate, maintain, clean, replace and repair the Solar System to make available electricity for Landlord, Tenant, LBI, and any other tenants at the Property in accordance with all Applicable Laws, the Plans and Specifications, all Approvals and the Final Approvals;

b. to develop, finance, install, own, operate, maintain, clean, replace and repair the Solar System to make available electricity for Landlord, Tenant, LBI, Morton, Nordson, MLV II, HB4, 11 AD Owner and any other tenants at, or owners of, the Property, 8 Applegate Drive, 10 Applegate Drive and 11 Applegate Drive and other Particular Off-Takers in accordance with all Applicable Laws, the Plans and Specifications, all A1 Approvals and the A1 Final Approvals;

c. to develop, finance, install, own, operate, maintain, clean, replace and repair the Solar System to make available electricity in accordance with Program B and in accordance with all Applicable Laws, the Plans and Specifications, all B Approvals and the B Final Approvals; and/or

d. to develop, finance, install, own, operate, maintain, clean, replace and repair the Solar System to make available electricity in accordance with Program C and in accordance with all Applicable Laws, the Plans and Specifications, all C Approvals and the C Final Approvals.

2. In order to effectuate the Permitted Use, subject to and in accordance with all of the terms and conditions of this Lease, the Tenant Parties can enter upon the Premises for the purposes of installing, operating, maintaining, cleaning, replacing and/or repairing the Solar System in accordance with: (i) all Applicable Laws; (ii) the Plans and Specifications; (iii) all Approvals, all A1 Approvals, all B Approvals or all C Approvals; and (iv) the Final Approvals, the B Final Approvals or C Final Approvals. Tenant's Permitted Use of the Premises is not exclusive and Landlord and Other Tenants can occupy and use the Premises during the term, provided that said occupancies and uses do not materially and adversely interfere with Tenant's Permitted Use of the Premises.

C. Term and Earlier Termination.

1. Term. The term ("Term") of this Lease shall commence on the Effective Date and end on the date that is twenty (20) years after the Commercial Operation Date or on such earlier date as this Lease may be terminated in accordance with the provisions of this Lease; both of these dates are referred to in this Lease as the "Termination Date."

2. Earlier Termination of Term.

a. **Pre-Installation Termination.** Tenant shall diligently and in good faith pursue the Approvals necessary to achieve the COD for such parts of the Solar System as would be appropriate to provide electricity to LBI pursuant to the Lifetime PPA. If the Tenant has not committed a Tenant Event of Default, as this term is hereinafter defined, Tenant may terminate ("Pre-Installation Termination") this Lease and the Landlord PPA if Tenant does not obtain all of the Approvals, A1 Approvals, B Approvals or C Approvals, as applicable, by June 30, 2012 by providing ten (10) days advance notice of such termination to the Landlord, in accordance with **Section XI.B.** of this Lease. Upon such Pre-Installation Termination, neither Landlord nor Tenant shall have any further obligations to the other by reason of this Lease, except those obligations and/or liabilities which this Lease expressly states survive the termination of this Lease. In the event of a Pre-Installation Termination, Tenant shall assign and convey and/or cause the assignment and conveyance to Landlord, free of charge, of all of the following, as-is and subject to the then existing terms and conditions thereof at the time of such Pre-Installation Termination, referred to collectively in this Lease as the "Pre-Installation Termination Deliverables:" (i) the Plans and Specifications; (ii) the Approvals, A1 Approvals, B Approvals and/or C Approvals which have been obtained; (iii) the Additional Approvals, as this term is hereinafter defined, which have been obtained, if applicable; (iv) the EPC as hereinafter defined; (v) the Program A1 Off-Site PPAs, as hereinafter defined, if applicable; (vii) all other contracts that Tenant is a party to in connection with the Solar System, including the Applegate Licenses; (viii) all manufacturers' suppliers and/or installers' warranties and/or service contracts pertaining to all or any portion of the Solar System (collectively the "Warranties"); and (ix) the Environmental Attributes, as this term is hereinafter defined, of the Solar System. The aforesaid obligations of Tenant survive the Pre-Installation Termination of this Lease until Tenant has complied with same. Landlord can choose to accept or reject all or some of the aforesaid assignments in its sole discretion. Once the Tenant has delivered those Pre-Installation Termination Deliverables to the Landlord, the assignment of which Landlord has elected to accept, then the Escrow Agent, as this term is hereinafter defined, shall disburse the First Escrowed Amount, as this term is hereinafter defined, and the interest thereon, if any to Tenant, at which time Landlord, Tenant and Escrow Agent shall have no liability to each other pursuant to this Lease. For purposes of this Lease, First Escrowed Amount shall mean an amount equal to twelve (12) Minimum Base Rent Installments, as this term is hereinafter defined in **Section II.A.2** of this Lease.

b. **Event of Default Termination.** If Tenant commits or suffers to be committed a Tenant Event of Default, then in addition to Landlord's other rights and remedies under this Lease, subject to the terms of this **Section I.C.2.b**, Landlord can terminate this Lease and the Landlord PPA by written notice to Tenant in accordance with **Section XI.B** of this Lease ("Default Termination").

(i) On the occurrence of a Default Termination, neither Landlord nor Tenant shall have any obligations or liabilities to the other by reason of this Lease, except for Landlord's rights under **Section VIII.E.3** and Landlord's other remedies set forth in

Section VI.B. of this Lease, subject to the terms of this **Section I.C.2.b**, and those obligations and/or liabilities of Tenant which this Lease expressly states survive the termination of this Lease.

(ii) In the event of a Default Termination, within thirty (30) days ("Default Payment Period") of Tenant's receipt of written notice of the Default Termination, in accordance with **Section XI.B** of this Lease, Tenant shall: (a) pay, by cash, certified or bank cashier's check, Landlord any payments ("Landlord Payments") then due from Tenant to Landlord under this Lease and (b) pay by cash, certified or bank cashier's check, Escrow Agent as defined in **Section XI.J.1**, an amount equal to twelve (12) Minimum Base Rent Installments, as hereinafter defined in this Lease ("Second Escrowed Amount"), TIME BEING OF THE ESSENCE. If the Tenant does not make the Landlord Payments to Landlord and pay the Second Escrowed Amount to Escrow Agent, TIME BEING OF THE ESSENCE, within the Default Payment Period, then Escrow Agent shall pay the First Escrowed Amount to the Landlord, including, but not limited to, any interest accrued thereon to the date of the payment of the First Escrowed Amount and not disbursed to Tenant in accordance with the provisions of this Lease, and the provisions of **Section I.C.2b(v)** of this Lease shall govern. The provisions of this **Section I.C.2b(ii)** of this Lease survive the termination of this Lease until said provisions are fully complied with or the provisions of **Section I.C.2b(v)** of this Lease come into effect.

(iii) Provided that Tenant has made the Landlord Payments to Landlord and paid the Second Escrowed Amount to Escrow Agent prior to the expiration of the Default Payment Period, TIME BEING OF THE ESSENCE, Tenant shall have access to the Premises and the License Areas for up to one hundred eighty (180) days from the date of Landlord's receipt of the Landlord Payments and Escrow Agent's receipt of the Second Escrowed Amount ("Default Removal Period") to remove the Solar System from the Premises in accordance with this **Section I.C.2.b(iii)**. During the Default Removal Period Tenant shall, at its sole cost and expense, diligently remove the Solar System and/or all partially installed portions thereof from the Premises in accordance with all Approvals, all A1 Approvals, if applicable, all B Approvals, if applicable, all C Approvals, if applicable, all Additional Approvals, if applicable, all Final Approvals, if applicable, all A1 Final Approvals, if applicable, all B Final Approvals, if applicable, all C Final Approvals, if applicable and all Applicable Laws and shall obtain all additional Governmental Agency and Utility approvals required by Applicable Laws for such removal ("Removal Approvals"), shall comply with all Removal Approvals and shall repair all damage and remove all alterations to the Property, including, but not limited to, the Building and the Roof, caused by said installation and/or partial installation of the Solar System, in accordance with all Applicable Laws, such that the Property, including, but not limited to the Building and the Roof, is in as close to the same condition as it was in prior to the commencement of any installation and/or partial installation of the Solar System as is reasonably practicable, normal wear and tear excepted, referred to collectively in this Lease as the "Default Removal Obligations." The Default Removal Obligations also include the obligation to remove all equipment and materials from all License Areas and to restore all License Areas to as close to the same condition that they were in prior to the placement of any materials in connection with the Solar System and/or the commencement of any installation, partial installation and/or removal of the Solar System as is reasonably practicable, normal wear and tear excepted. The Default Removal Obligations survive the termination of this Lease until said Default Removal Obligations are fully complete.

(iv) Provided that the Tenant makes the Landlord Payments to Landlord and pays the Second Escrowed Amount to Escrow Agent within the Default Payment Period and diligently meets the Default Removal Obligations during Default Removal Period, then during the Default Removal Period, Escrow Agent shall disburse portions of the Second Escrowed Amount to Landlord equal to the installments of Rent that are due under this Lease during the Default Removal Period, and if the Tenant completes all of its Default Removal Obligations prior to the expiration of the Default Removal Period, TIME BEING OF THE ESSENCE, Escrow Agent shall, after deducting any amounts due Landlord, return any undisbursed portion of the Second Escrowed Amount and the First Escrowed Amount, with the interest accrued thereon, if any, to Tenant, at which point Landlord, Escrow Agent and Tenant shall have no further obligations to the others by reason of this Lease or the Landlord PPA. The provisions of this Section I.C.2b(iv) of this Lease survive the termination of this Lease until said provisions are fully complied with or the provisions of Section I.C.2b(v) of this Lease come into effect.

(v) Notwithstanding the foregoing, if Tenant fails to meet its obligations set forth in Sections I.C.2b(ii) and (iii) of this Lease, within the time periods therein provided, TIME BEING OF THE ESSENCE, then:

(a) Escrow Agent shall disburse the remaining Second Escrowed Amount and the First Escrowed Amount and the interest accrued thereon, if any, to Landlord, at which time Escrow Agent shall have no further obligations under this Lease or the Landlord PPA and

(b) the Solar System shall be deemed abandoned by Tenant and Landlord can, in its sole discretion, either:

(1) retain the Solar System and the Environmental Attributes or

(2) sell the Solar System and the Environmental Attributes to a third party.

(c) Although it is intended that this provision will operate without further action by Tenant, Tenant will cooperate in any such disposition.

D. Licenses.

Provided that the Installation Pre-Conditions, as this term is hereinafter defined, are met and subject to all of the other terms and conditions of this Lease and provided that no Tenant Event of Default has occurred and is continuing, Landlord does hereby grant, during the Term, the revocable licenses (collectively "Licenses") to Tenant set forth below in this Section I.D. However, Landlord shall not revoke the Licenses during the Term of this Lease unless this Lease is earlier terminated in accordance with its terms. The Licenses are as follows:

1. Installation, Maintenance and Repair Access Areas License. A non-exclusive license during the Term for the Tenant Parties to enter onto the Installation, Maintenance and Repair Access Areas with persons and equipment for the purpose of installing,

operating, maintaining, cleaning, replacing and/or repairing the Solar System and/or connecting same to existing utility lines, pipes and conduits for the transmission of electricity, provided that:

a. Tenant gives Landlord three (3) days prior advance written notice of said entry in accordance with **Section XI.B.** of this Lease, unless said entry ("Emergency Entry") is for a repair or item of maintenance which if not performed immediately constitutes an imminent peril to life, health, safety or property or would cause Tenant to default or incur penalties under the LBI PPA, Morton PPA, Nordson PPA, Landlord PPA, or an Off-Site PPA, as this term is hereinafter defined in **Section I.F.** of this Lease, referred to collectively in this Lease as an "Emergency," in which event Tenant shall give such advance telephonic notice to Landlord as is reasonably practicable under the circumstances. Within twenty-four (24) hours of any such Emergency Entry, Tenant shall provide Landlord with a written explanation of the nature of the Emergency.

b. The Tenant Parties only enter onto the Installation, Maintenance and Repair Access Areas Monday through Friday, excluding State and Federal holidays, during the hours of 7:00 AM through 7:00 PM, except that Emergency Entries are permitted 24 hours a day, seven days a week. Within twenty-four (24) hours of any such Emergency Entry, Tenant shall provide Landlord with a written explanation of the nature of the Emergency.

c. Tenant has, prior to any entry by any Tenant Party onto any Installation, Maintenance and Repair Access Area, complied with and complies with throughout such entry, the insurance requirements set forth in **Article IX** of this Lease.

d. The Tenant Parties perform all installation, maintenance, cleaning, replacements, repairs and/or connections in accordance with the Plans and Specifications, all Approvals, the Final Approvals, if applicable and all Applicable Laws.

e. Tenant obtains all additional governmental approvals and utility company approvals (collectively "Additional Approvals") required by Applicable Laws for any repairs, maintenance or replacements.

f. The Tenant Parties do not materially interfere with the use or quiet enjoyment of the Other Tenant Space of any Other Tenant (without limiting the meaning of materially, at a minimum the Tenant Parties will be materially interfering with the use and quiet enjoyment of an Other Tenant's Other Tenant Space if said interference would cause Landlord to be in default of its lease with said Other Tenant or permit said Other Tenant to withhold rent payments from the Landlord).

g. The Tenant Parties do not materially interfere with the use or quiet enjoyment of the Property by the Landlord (without limiting the meaning of materially, at a minimum the Tenant Parties will be materially interfering with the use and quiet enjoyment of the Property by Landlord if said interference would cause Landlord to be in default of any lease with any Other Tenant or permit any Other Tenant to withhold rent payments from the Landlord); and

h. Upon the completion of the installation, maintenance, cleaning, replacement, repair and/or connection work which was the cause for the particular entry onto the

particular Installation, Maintenance and Repair Access Area, the Tenant promptly and diligently restores or causes to be restored the particular Installation, Maintenance and Repair Access Area to as close as is reasonably practicable, the condition it was in prior to the particular entry.

2. **Removal License.** During the time period that Tenant is removing or causing to be removed the Solar System from the Property pursuant to the terms of this Lease, Tenant shall have a non-exclusive license for the Tenant Parties to enter onto the Installation, Maintenance and Repair Access Areas with persons and equipment for the purpose of said removal subject to all of the requirements and limitations set forth in **Section I.D.1.** above of this Lease and also subject to the requirement that Tenant obtain and comply with all Removal Approvals.

3. **Installation, Maintenance and Repair Staging Areas License.** A non-exclusive license during the Term for the Tenant Parties to enter onto the Installation, Maintenance and Repair Staging Areas with persons, vehicles and equipment for the purpose of storing materials, tools, vehicles and equipment for the purpose of installing, operating, maintaining, cleaning, replacing and/or repairing the Solar System and/or connecting same to existing utility lines, pipes and conduits for the transmission of electricity, provided that:

a. Tenant gives Landlord three (3) days prior advance written notice of said entry in accordance with **Section XI.B.** of this Lease, unless said entry is an Emergency Entry, in which event Tenant shall give such advance telephonic notice to Landlord as is reasonably practicable under the circumstances. Within twenty-four (24) hours of any such Emergency Entry, Tenant shall provide Landlord with a written explanation of the nature of the Emergency.

b. The Tenant Parties only enter onto the Installation, Maintenance and Repair Staging Areas Monday through Friday, excluding State and Federal holidays, during the hours of 7:00 AM through 7:00 PM, except that Emergency Entries are permitted 24 hours a day, seven days a week. Within twenty-four (24) hours of any such Emergency Entry, Tenant shall provide Landlord with a written explanation of the nature of the Emergency.

c. Tenant has, prior to any entry by any Tenant Party onto any Installation, Maintenance and Repair Staging Area, complied with and complies with throughout such entry, the insurance requirements set forth in **Article IX** of this Lease.

d. The Tenant Parties occupy and use the Installation, Maintenance and Repair Staging Area in accordance with all Approvals and all Applicable Laws.

e. Tenant obtains all Additional Approvals for any repairs, maintenance or replacements.

f. The Tenant Parties do not materially interfere with the use or quiet enjoyment of the Other Tenant Space of any Other Tenant (without limiting the meaning of materially, at a minimum the Tenant Parties will be materially interfering with the use and quiet enjoyment of an Other Tenant's Other Tenant Space if said interference would cause Landlord to be in default of its lease with said Other Tenant or permit said Other Tenant to withhold rent payments from the Landlord).

g. The Tenant Parties do not materially interfere with the use or quiet enjoyment of the Property by the Landlord (without limiting the meaning of materially, at a minimum the Tenant Parties will be materially interfering with the use and quiet enjoyment of the Property by Landlord if said interference would cause Landlord to be in default of any lease with any Other Tenant or permit any Other Tenant to withhold rent payments from the Landlord); and

h. Upon the completion of the installation or connection work which was the cause for the particular entry onto the particular Installation, Maintenance and Repair Staging Area, the Tenant promptly and diligently restores or causes to be restored the particular Installation, Maintenance and Repair Staging Area to as close as is reasonably practicable, the condition it was in prior to the particular entry.

4. Removal Staging License. During the time period that Tenant is removing or causing to be removed the Solar System from the Property pursuant to the terms of this Lease, Tenant shall have a non-exclusive license for the Tenant Parties to enter onto the Installation, Maintenance and Repair Staging Areas with persons, vehicles and equipment for the purpose of said removal subject to all of the requirements and limitations set forth in **Section I.D.3.** above of this Lease and also subject to the requirement that Tenant obtain and comply with all Removal Approvals.

E. *Preconditions to the Installation of the Solar System.*

1. Tenant Obligations. Prior to the Installation Commencement Date, Tenant, at Tenant's sole cost and expense, shall have caused the following conditions to be satisfied in all material respects:

a. Have selected an installer ("Installer") to design (or cause the design of), engineer (or cause the engineering of), procure the materials for, construct, install and maintain the Solar System. Landlord and Tenant hereby agree that G & S Solar Installers, LLC ("G & S") is the Installer. If Tenant removes G & S as the Installer or G & S is otherwise unable or unwilling to serve as the Installer, Tenant's selection of any subsequent Installer, other than G & S, shall be subject to the prior review and the prior written approval of Landlord, which review and approval shall not be unreasonably delayed or withheld. All work shall be performed by labor with the proper jurisdictional qualifications and the labor employed by Tenant, Installer and their contractors or subcontractors shall be harmonious and compatible with the labor employed by Landlord or any tenants or occupants of the Building.

b. Have entered into an engineering, procurement and construction agreement ("EPC") with Installer for, *inter alia*, the design, engineering, procurement of materials for, construction, installation and maintenance of the Solar System. Tenant has caused Installer to deliver to Landlord a structural assessment of the roof that is in form and substance satisfactory to Landlord.

c. Have concurrently with entering into this Lease, entered into the Landlord PPA in form and substance identical to Exhibit M, attached hereto and have entered into Lifetime PPA.

d. Have caused to be prepared the final construction level plans and specifications ("Plans and Specifications") of the Solar System. The Plans and Specifications shall be subject to the prior review and the prior written approval of Landlord, which review and approval shall not be unreasonably delayed or withheld. The Plans and Specifications shall be: (i) fully detailed, (ii) show complete dimensions, (iii) not be in conflict with Landlord's basic plans for the Property, (iv) not require any changes in the structure of the Building, (v) not be in violation of any Applicable Laws, and (iv) stamped and certified by a engineer or architect licensed in New Jersey. Any review or approval by Landlord of the Plans and Specifications is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise. If applicable and only to the extent required by the Architectural Review Committee ("ARC") "guidelines" adopted pursuant to the Declaration of Restrictive Covenants, Agreements and Easements applicable to the Property, Tenant shall also have obtained the approval of the ARC.

e. Have obtained or caused to be obtained the Approvals, A1 Approvals, B Approvals or C Approvals, as applicable.

f. Have, if Tenant is utilizing Program A1, entered into the 8 Applegate License, 10 Applegate License and the 11 Applegate License, as applicable.

g. Have attached the Plans and Specifications, as approved pursuant to the Approvals, A1 Approvals, B Approvals or C Approvals, as applicable, and by the Landlord, as Exhibit C-2 of the First Amendment, as this term is hereinafter defined.

h. Have prepared the final plan of the location of the Solar Array on the Roof which final plan shall be subject to the prior review and the prior written approval of Landlord, which review and approval shall not be unreasonably delayed or withheld. Upon the Landlord's written approval of said final plan, Landlord and Tenant shall attach said final plan as Exhibit D-2 of the First Amendment.

i. Have prepared the final plans of the location of the portions of the Solar System not located within the portion of the Roof shown on Exhibit D-2 which final plans shall be subject to the prior review and the prior written approval of Landlord, which review and approval shall not be unreasonably delayed or withheld. Upon the Landlord's written approval of said final plans, Landlord and Tenant shall attach said final plans as Exhibit E-2 of the First Amendment.

j. Have prepared the final plan of the location of the Insolation Area which final plan shall be subject to the prior review and the prior written approval of Landlord, which review and approval shall not be unreasonably delayed or withheld. Upon the Landlord's written approval of said final plan, Landlord and Tenant shall attach said final plan as Exhibit F-2 of the First Amendment.

k. Have prepared the final plan of the location of the Installation, Maintenance and Repair Access Areas which final plan shall be subject to the prior review and the prior written approval of Landlord, which review and approval shall not be unreasonably

delayed or withheld. Upon the Landlord's written approval of said final plan, Landlord and Tenant shall attach said final plan as Exhibit G-2 of the First Amendment; and

1. Have prepared the final plan of the location of the Installation, Maintenance and Repair Staging Areas which final plan shall be subject to the prior review and the prior written approval of Landlord, which review and approval shall not be unreasonably delayed or withheld. Upon the Landlord's written approval of said final plan, Landlord and Tenant shall attach said final plan as Exhibit H-2 of the First Amendment.

2. First Amendment. Upon Landlord's written approval of Exhibits C-2, D-2, E-2, F-2, G-2 and H-2 in accordance with Sections I.E.1.h through m above of this Lease and prior to or reasonably soon after the Installation Commencement Date, Landlord and Tenant shall enter into, execute and deliver to each other, a first amendment to this Lease ("First Amendment") which First Amendment shall be in form and substance identical to Exhibit K, attached hereto and shall be limited to:

a. Making Exhibits C-2, D-2, E-2, F-2, G-2 and H-2 Exhibits of and part of this Lease.

b. Providing that Exhibit C-2 sets forth the Plans and Specifications as this term is defined in this Lease.

c. Providing that Exhibits D-2 and E-2 show the location of the Premises as this term is defined in this Lease.

d. Providing that Exhibit F-2 shows the location of the Insolation Area as this term is defined in this Lease.

e. Providing that Exhibit G-2 shows the locations of the Installation, Maintenance and Repair Access Areas as this term is defined in this Lease, and

f. Providing that Exhibit H-2 shows the locations of the Installation, Maintenance and Repair Staging Areas as this term is defined in this Lease.

3. The matters set forth in this Section I.E. are referred to collectively in this Lease as the "Installation Pre-Conditions."

F. *Off-Takers and Off-Site PPAs.*

1. In connection with the A1 Approvals and A1 Final Approvals or the C Approvals and the C Final Approvals, to the extent that the A1 Program or the C Program includes servicing any parties who are tenants or owners from time to time at 11 Applegate Drive, 10 Applegate Drive, 8 Applegate Drive, or other sites outside the boundaries of the Property, including, but not limited to Morton, Nordson, 11 AD Owner, MLV II and HB4, as applicable, such tenants and owners shall be referred to in this Lease as "Off-Takers" and the PPAs between Tenant and such Off-Takers are referred to in this Lease as "Off-Site PPAs;"

2. The terms and conditions of any Off-Site PPA shall be subject to the sole discretion of Tenant; provided, however, Tenant shall include in each such Off-Site PPA and in the Lifetime PPA a provision substantially equivalent to the following:

Should any provision, term or requirement of this PPA conflict with any provision, term or requirement in the Lease between Seller and Seller's Landlord at 12 Applegate Drive (the "Lease") with respect to the rights and obligations of the Parties regarding the Property (as defined in the Lease) or the Premises (as defined in the Lease), the Lease shall control.

II. **RENT.**

A. *Base Rent.*

1. Base Rent Commencement Date. The "Base Rent Commencement Date" shall be the earlier of the first calendar day of the first calendar month immediately following the COD or the Rent Commencement Date, as this term is hereinafter defined. If this Agreement has not otherwise been terminated in accordance with its terms, and the COD has not yet occurred, the Tenant shall begin paying the Minimum Base Rent, as this term is hereinafter defined, to the Landlord on July 1, 2012 and shall make the first monthly installment of Minimum Base Rent on July 1, 2012. In such event the "Rent Commencement Date" shall be July 1, 2012 and July 1, 2012 shall also be the Base Rent Commencement Date. However, notwithstanding the foregoing, in the event the COD occurs before July 1, 2012, the monthly installment of Base Rent made on the first calendar day of the first calendar month immediately following the COD shall include a payment from Tenant to Landlord for a portion of the month during which the COD occurred, which payment shall be based upon a pro-ration of the amount of days during the subject month during which the Solar System was operational divided by the number of days in such month.

2. Payment and Amount of Base Rent. Tenant shall pay the Landlord a base rent for each year of the Term ("Base Rent"), which is equal to \$240,000.00, subject to adjustment pursuant to Section II.A.4 ("Minimum Base Rent"), as increased or decreased (as the case may be) by the amount of the Confirmed True-Up Delta, but the Base Rent shall never be less than the Minimum Base Rent (except as otherwise provided in Section VIII.D). The Minimum Base Rent shall be payable in equal monthly installments ("Minimum Base Rent Installments") commencing on the Base Rent Commencement Date and payable on the first

calendar day of each calendar month thereafter throughout the Term. The next Minimum Base Rent Installment due after the Confirmed True-Up Delta is established shall be increased or decreased (as the case may be) by the amount of the Confirmed True-Up Delta.

3. True-Up.

a. Certain Definitions Regarding True-Up.

(i) The calendar year of the Term in which the Commercial Operation Date occurs is referred to in this Lease as the "COD Year."

(ii) The calendar year of the Term which immediately follows the COD Year is referred to in this Lease as the "First True-Up Year."

(iii) January 31st of the First True-Up Year is referred to in this Lease as the "First True-Up Date."

(iv) The First True-Up Date and each January 31st of each calendar year of the Term after the First True-Up Year are each referred to in this Lease as the "True-Up Date." Except that in the calendar year in which the Term terminates, the True-Up Date ("Last True-Up Date") shall be 30 days following the date on which, as applicable: (a) the Solar System ceases to be operational as part of its removal from the Premises or (b) on which title to the Solar System is transferred to the Landlord, regardless of whether or not said date occurs after the termination of the Term.

(v) Each calendar year of the Term is referred to in this Lease as a "True-Up Period", except that the first True-Up Period ("First True-Up Period") of the Term shall be the time period commencing on and including the Commercial Operation Date and to and including December 31 of the COD Year and the last True-Up Period ("Last True-Up Period") of the Term shall be the time period which commences on and includes January 1st of the calendar year in which the Term terminates and to and including the date on which, as applicable: (a) Solar System ceases to be operational as part of its removal from the Premises or (b) on which title to the Solar System is transferred to the Landlord.

(vi) The True-Up Constant ("True-Up Constant") utilized in Sections II.A.3c(ii) through (iv) of this Lease shall be 5,333,333 kWh based on the assumption that the Solar System will have a capacity of 4.55MW (DC) and will be adjusted, pro rata, with respect to the actual installed capacity of the Solar System, pursuant to the adjustment provision of Section II.A.4.

b. True-Up Meter.

(i) As part of the Solar System, at Tenant's sole cost and expense, Tenant shall install an electric meter ("True-Up Meter") which accurately measures the total amount of electricity generated by the Solar System in kWh.

(ii) Tenant shall test the True-Up Meter at least annually and more often either: (a) within fourteen (14) days of Landlord's written request (but not more

frequently than three (3) times annually unless Landlord has a good faith basis to believe that a malfunction has occurred) or (b) if Tenant has reason to believe there may be a True-Up Meter malfunction. Landlord shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If the True-Up Meter is inaccurate, Tenant shall promptly repair or replace it. If the True-Up Meter is inaccurate by more than five percent (5%) and it is not known when the True-Up Meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior electricity generation numbers), then the electricity generation numbers for the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period.

(iii) The tests of the True-Up Meter shall be conducted by an independent third-party installer, qualified to conduct such tests ("Tester") agreed upon by Landlord and Tenant not later than thirty (30) days after the Commercial Operation Date. If Landlord and Tenant are unable to agree on the Tester not later than thirty (30) days after the Commercial Operation Date, then Landlord and Tenant shall each have an additional ten (10) days to select their own independent third-party installer, qualified to conduct such tests ("Party Tester"). The two Party Testers shall then have an additional ten (10) days to select an additional independent third-party installer, qualified to conduct such tests who shall then be the Tester. Should, at any time and from time to time during the Term, the Tester resign or prove to be incompetent, Landlord and Tenant shall repeat the process aforesaid, with the original thirty (30) days running from the resignation or removal of the Tester. The Tenant shall bear the Tester's costs in performing its duties hereunder.

c. True-Up Deliverables. On or before each True-Up Date during the Term and on or before the Last True-Up Date, Tenant shall provide the Landlord with the following, the accuracy and authenticity of which shall be reasonably acceptable to Landlord, referred to collectively in this Lease as the "True-Up Deliverables:"

(i) certified true copies of the meter readings from the True-Up Meter of the electricity actually generated by the Solar System showing the amount of electricity ("Actual Generation"), in kWh, actually generated by the Solar System during the particular True-Up Period.

(ii) in the case of the First True-Up Period, a calculation pro rating the True-Up Constant for the number of days actually in the First True-Up Period to obtain the "Adjusted First True-Up Constant" in accordance with the following formula: True-Up Constant x (the number of days in the first True-Up Period of the Term ÷ 365) = Adjusted First True-Up Constant. For example, if the COD occurs on July 1 of 2012, July 1 is the 181st day of the year; so there are 184 days left in the year and there are 184 days in the First True-Up Period. Applying the formula: 5,333,333 kWh x (184 ÷ 365) = 2,688,584 kWh = Adjusted First True-Up Constant.

(iii) in the case of the Last True-Up Period, a calculation pro rating the True-Up Constant for the number of days actually in the last True-Up Period to obtain the "Adjusted Last True-Up Constant" in accordance with the following formula: True-Up Constant x (the number of days in the last True-Up Period of the Term ÷ 365) = Adjusted First True-Up Constant. For example, if the Term ends on July 1 of 2012, July 1 is the 181st day of

the year, and there are 181 days in the Last True-Up Period. Applying the formula: $5,333,333 \text{ kWh} \times (181 \div 365) = 2,644,749 \text{ kWh} = \text{Adjusted Last True-Up Constant}$.

(iv) The following calculation of the true-up delta "True-Up Delta" in US Dollars:

(a) in all True-Up Periods other than the First True-Up Period and the Last True-Up Period: $(\text{the Actual Generation in kWh for the particular True-Up Period} - \text{the True-Up Constant in kWh}) \times \$0.045 = \text{"True-Up Delta" in US Dollars}$. For example, if in a given True-Up Period, other than the First True-Up Period or the Last True-Up Period, the Solar System actually generates 6,000,000 kWh, applying the calculation: $6,000,000 \text{ kWh} - 5,333,333 \text{ kWh} = 666,667 \text{ kWh} \times \$0.045 = \$30,000 = \text{True-Up Delta}$.

(b) in the First True-Up Period $(\text{the Actual Generation in kWh for the First True-Up Period} - \text{the Adjusted First True-Up Constant in kWh}) \times \$0.045 = \text{"True-Up Delta" in US Dollars}$.

(c) in the Last True-Up Period $(\text{the Actual Generation in kWh for the Last True-Up Period} - \text{the Adjusted Last True-Up Constant in kWh}) \times \$0.045 = \text{"True-Up Delta" in US Dollars}$.

d. Confirmed True-Up Delta. Landlord shall have ten (10) Business Days from its receipt of the True-Up Deliverables, in accordance with **Section XI.B** of this Lease, to reject the validity of same by sending a notice ("Rejection Notice"), in accordance with **Section XI.B** of this Lease, failure to send the Rejection Notice within the aforesaid ten (10) Business Days is deemed an acceptance of the True-Up Deliverables and of the amount of the True-Up Delta, referred to in this Lease as the "Confirmed True-Up Delta." If Landlord rejects the True-Up Deliverables, the Tester shall confirm or revise the True-Up Deliverables, including, but not limited to, the True-Up Delta and deliver its written decision to Landlord and Tenant within ten (10) Business Days of its receipt of the True-Up Deliverables from Landlord, with copy to Tenant in accordance with **Section XI.B** of this Lease, which submission of the True-Up Deliverables shall include the specifics of Tenant's objections to same. The True-Up Delta confirmed by the Tester shall be the Confirmed True-Up Delta. The Landlord and Tenant shall bear the Tester's costs in performing its duties hereunder equally.

4. Minimum Base Rent. Notwithstanding the foregoing, the parties acknowledge and agree the True-Up Constant used in the preceding formula and the Minimum Base Rent of \$240,000 are based upon a Solar System with a projected energy output capacity of 4.55 MW (DC). If, due to circumstances attributable solely to limitations or requirements imposed by FM Global (or other insurance underwriter for the Property), upon receipt of all of the Final Approvals, all of the A1 Final Approvals, all of the B Final Approvals or all of the C Final Approvals, as applicable, the projected energy output capacity of the Solar System as of the COD is greater than 2.70 MW (DC) but less than 4.55 MW (DC), the Minimum Base Rent shall be pro-rated based upon such projected energy output capacity of the Solar System divided by 4.55 MW (DC) and the True-Up Constant shall be modified accordingly.

B. Off-Takers Rent.

1. If the Tenant enters into one or more Off-Site PPAs (and including, for purposes of this Section II.B., the Lifetime PPA), Tenant shall pay the Landlord rent ("Off-Taker Rent") on a quarterly basis for each particular Off-Taker, including, but not limited to, LBI, Morton and Nordson, if applicable (collectively and generically "Particular Off-Taker") with whom Tenant enters into an Off-Site PPA, including the Lifetime PPA, from the payments received by Tenant for such Particular Off-Taker's electricity usage. The Off-Taker Rent ("Particular Off-Taker Rent") that Tenant shall pay for each Particular Off-Taker shall be calculated on a monthly basis in accordance with the following formula:

$$.20 \times [(*\text{OTC} \times *R) - (\text{OTC} \times \$0.05 \text{ per kWh})] = \text{Particular Off-Taker Rent.}$$

*OTC = the amount of electricity per month in kWh consumed by the Particular Off-Taker.

*R = the rate in US Dollars or fractions thereof per kWh that the Particular Off-Taker pays to the Tenant for the purchase of electricity pursuant to Tenant's Off-Site PPA with that Particular Off-Taker (net of all amounts, if any, that the Tenant is required to pay to the Particular Off-Taker's landlord).

2. Tenant shall pay the Particular Off-Taker Rent from each Particular Off-Taker in quarterly installments, in arrears throughout the Term, commencing in the first day of the first quarter of the Term after the date which the Tenant first receives payments for electricity from the Particular Off-Taker and on the first day of each quarter thereafter (collectively "Particular Off-Taker Rent Due Date") and terminating on the earlier to occur of the quarter after the termination of the Off-Site PPA with the Particular Off-Taker or the quarter after the Termination Date, which obligation survives the termination of this Lease.

C. Tax Rent.

Tenant shall pay the Landlord any increase in local real property taxes ("Tax Rent") on the Property attributable to an assessment of the value of the Solar System that is subject to the exemption provided under N.J.S.A. 54:4-3.113b and caused by the installation of the Solar System thereon, within ten (10) days of Tenant's receipt of Landlord's invoice for same, sent in accordance with Section XI.B. of this Lease ("Tax Rent Due Date"). Provided that Tenant has prepared the application for tax exemption from local real property taxes on the Solar System on the Property in accordance with N.J.S.A. 54:4-3.113c ("Exemption Application") at its sole cost and expense (including any filing fees), Landlord shall file, diligently pursue, at no cost and expense to Landlord, the Exemption Application. Provided that Landlord has complied with its obligation in the immediately preceding sentence and diligently contests all increases based upon such installation, Tenant shall indemnify and hold Landlord harmless from and against any increase in local real property taxes assessed against the Property during the Term attributable to an assessment of the value of the Solar System subject to the exemption provided under N.J.S.A. 54:4-3.113a and caused by the installation of the Solar System thereon. The cost of the filing and preparation of the Exemption Application shall be the sole and complete responsibility of Tenant. Nothing herein shall make Tenant responsible or liable for the payment to Landlord or

the indemnification of Landlord for any increase in local real property taxes on the Property attributable to cash or other benefits (including rent) paid to, or for the benefit of, the Landlord or any Tenant, or electricity savings received by the Landlord or any Tenant.

D. *Late Charges.*

Tenant shall pay Landlord late charges ("Late Charges") due on the first day of each month during the Term, equal to:

1. the lesser of five (5%) or the maximum interest rate allowed by Applicable Laws of the amount of all unpaid installments of Base Rent for each day past the Base Rent Due Date that said installments remain unpaid; and/or
2. the lesser of five (5%) or the maximum interest rate allowed by Applicable Laws of the amount of all unpaid installments of Off-Taker Rent for each day past the particular Off-Taker Rent Due Date that said installments remain unpaid; and/or
3. the lesser of five (5%) or the maximum interest rate allowed by Applicable Laws of the amount of all unpaid installments of Tax Rent for each day past the Tax Rent Due Date that said installments remain unpaid.

E. *Additional Rent.*

All amounts becoming due to Landlord under this Lease, other than the Base Rent, Off-Taker Rent, Tax Rent and Late Charges, shall be deemed to constitute additional rent payable to Landlord pursuant to this Lease ("Additional Rent"), for default in the payment of which Landlord shall be entitled to the same remedies as for a default in the payment of the Base Rent reserved hereunder.

F. *Rent.*

The Base Rent, Off-Taker Rent, Tax Rent, Late Charges and Additional Rent are referred to collectively in this Lease as the "Rent."

III. SOLAR SYSTEM INSTALLATION, OPERATION AND OWNERSHIP.

A. *Use of the Premises.*

Provided that Tenant has not committed or suffered to be committed a Tenant Event of Default, Tenant has the right to use and occupy the Premises for the Permitted Use during the Term subject to and in accordance with all of the terms and provisions of this Lease.

B. *Solar System and Electricity.*

Landlord and Tenant acknowledge and agree that Tenant owns and has title to the Solar System and the electricity generated thereby.

C. *Environmental Attributes.*

Landlord and Tenant acknowledge and agree that Tenant owns and has title to all of the "Environmental Attributes" appertaining to the Solar System. In this Lease "Environmental Attributes," includes, but is not limited to, each of the following: (a) any and all credits, benefits, reductions, offsets and other beneficial allowances (collectively, "Allowances"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of electricity generated by the Solar System during the Term, including any and all Solar Renewable Energy Certificates ("SRECs") and Class I Renewable Energy Credits administered by the BPU and any and all other renewable energy credits permitted under any state or federal law; and (b) any and all Allowances related to (i) oxides of nitrogen, sulfur, or carbon, (ii) particulate matter, soot, or mercury, or (iii) the United Nations Framework Convention on Climate Change ("UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes; and (c) any and all reporting rights with respect to the Allowances. Landlord will reasonably cooperate at Tenant's sole cost and expense in connection with any filings or applications in connection with Environmental Attributes but it is Tenant's sole obligation to make all necessary filings or applications.

IV. ACCESS TO PREMISES.

A. *During the Term.*

Provided that the Pre-Installation Conditions have been met and that Tenant has not committed or suffered to be committed a Tenant Event of Default, during the Term the Tenant Parties can enter onto Premises with persons and equipment for the purpose of installing, operating, maintaining, cleaning, replacing and/or repairing the Solar System and/or connecting same to existing utility lines, pipes and conduits for the transmission of electricity, provided that:

1. Tenant gives Landlord three (3) days prior advance written notice of said entry in accordance with **Section XI.B.** of this Lease, unless said entry is an Emergency Entry, in which event Tenant shall give such advance telephonic notice to Landlord as is reasonably practicable under the circumstances. Within twenty-four (24) hours of any such Emergency Entry, Tenant shall provide Landlord with a written explanation of the nature of the Emergency.

2. The Tenant Parties only enter onto the Premises Monday through Friday, excluding State and Federal holidays, during the hours of 7:00 AM through 7:00 PM, except that Emergency Entries are permitted 24 hours a day, seven days a week. Within twenty-four (24) hours of any such Emergency Entry, Tenant shall provide Landlord with a written explanation of the nature of the Emergency.

3. Tenant has, prior to any entry by any Tenant Party onto the Premises, complied with and complies with throughout such entry, the insurance requirements set forth in **Article IX** of this Lease.

4. The Tenant Parties perform all installation, maintenance, cleaning, replacements, repairs and/or connections in accordance with: the Plans and Specifications; all Approvals, A1 Approvals, B Approvals or C Approvals, as applicable; all Final Approvals, A1 Final Approvals, B Final Approvals or C Final Approvals, as applicable; and all Applicable Laws.

5. Tenant obtains all Additional Approvals for any repairs, maintenance or replacements.

6. The Tenant Parties do not materially interfere with the use or quiet enjoyment of the Other Tenant Space of any Other Tenant (without limiting the meaning of materially, at a minimum the Tenant Parties will be materially interfering with the use and quiet enjoyment of an Other Tenant's Other Tenant Space if said interference would cause Landlord to be in default of its lease with said Other Tenant or permit said Other Tenant to withhold rent payments from the Landlord).

7. The Tenant Parties do not materially interfere with the use or quiet enjoyment of the Property by the Landlord (without limiting the meaning of materially, at a minimum the Tenant Parties will be materially interfering with the use and quiet enjoyment of the Property by Landlord if said interference would cause Landlord to be in default of any lease with any Other Tenant or permit any Other Tenant to withhold rent payments from the Landlord); and

8. Upon the completion of the installation, maintenance, cleaning, replacement, repair and/or connection work which was the cause for the particular entry onto the Premises, the Tenant restores or causes to be restored the Premises to as close as is reasonably practicable, the condition it was in prior to the particular entry.

B. *For Removal.*

During the time period that Tenant is removing or causing to be removed the Solar System from the Property pursuant to the terms of this Lease, the Tenant Parties can enter onto

Premises with persons and equipment for the purpose of said removal subject to all of the requirements and limitations set forth in Section IV.A. above of this Lease and also subject to the requirement that Tenant obtain and comply with all Removal Approvals.

C. *For Design, Engineering and Approval.*

From the Effective Date and through and to the Installation Commencement Date, notwithstanding the fact that the Pre-Installation Conditions have not been met, the Tenant Parties can enter onto the Premises for the purposes of designing engineering and engineering the Solar System and meeting the Installation Pre-Conditions, provided that the Tenant Parties comply with the provisions of Sections IV.A1, 2, 3, 6, 7 and 8 of this Agreement.

V. REPRESENTATIONS AND WARRANTIES, COVENANTS OF LANDLORD AND TENANT.

A. *Representations and Warranties, Covenants of Landlord:*

1. **Authorization and Validity.** The execution and delivery by Landlord of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Landlord or the Property or any valid order of any court, or regulatory agency or other body having authority to which Landlord or the Property is subject. This Lease constitutes a legal and valid obligation of Landlord, enforceable against Landlord in accordance with its terms.

2. **Landlord's Interest in Premises.** Landlord represents, warrants and covenants that Landlord is the fee title owner of the Property and has lawful authorization to use and occupy the Premises and that Tenant, subject to all of the terms and conditions of this Lease, and provided that Tenant has not committed or suffered to be committed a Tenant Event of Default, shall have quiet and peaceful possession of the Premises for the Permitted Use, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Tenant's quiet enjoyment thereof, throughout the Term. This Lease shall run with the land and survive any transfer of the Property, and be binding upon any and all of Landlord's successors and assigns.

3. **No Interference with and Protection of Solar System.** Landlord represents and warrants to Tenant that there are no circumstances known to Landlord and commitments to third parties that may damage, impair or otherwise adversely affect the Solar System or its construction, installation or function (including activities that may adversely affect the Solar System's exposure to sunlight). Landlord will not initiate, conduct or permit activities on, in or about the Premises or the Property that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Solar System. Landlord shall implement and maintain reasonable and appropriate passive security measures on the Property to prevent Landlord's employees, invitees, agents and representatives, and other unrelated third parties, from having access to the Premises or the Solar System, and to prevent from occurring any theft,

vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Solar System.

4. **Subordination and Non-disturbance.** Landlord represents, warrants and covenants that, to Landlord's knowledge, there are no liens, security interests or other encumbrances on the Property as to which Landlord is the obligor, except for such rights and interests as Landlord has heretofore disclosed to Tenant in writing, which would materially and adversely affect this Lease or the installation and operation of the Solar System. Landlord covenants that it shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement ("SNDA") from each Person (whether a lessor, purchaser, lessee, assignee, mortgagee or pledgee) at any time holding or acquiring any right or interest (an "Encumbrance") relating to the Property that could encumber the Premises, the Solar System or this Lease. Each SNDA shall contain, for the benefit of Tenant, each Financing Party, as defined in Section VII. A., and their respective successors and assignees, (i) a consent to this Lease and Tenant's installation and operation of the Solar System at the Property, (ii) a consent to Tenant's grant of mortgages, security interests, collateral assignments, and other liens (in any case, a "Financing Party's Lien") with respect to the Lease, the System Property, as defined in Section VII. E. of this Lease, and Tenant's property located at the Property and the recording of each Financing Party's Lien in the applicable records of the jurisdictions in which the Property is located, (iii) an acknowledgement and agreement that Tenant is the sole owner of the System Property, which is and shall remain the personal property of Tenant and its successors and assigns and shall not be deemed to be fixtures or otherwise any constituent of real property, notwithstanding the manner in which the Solar System is or may be attached to the Property, (iv) a disclaimer and waiver by each holder of any Encumbrance (other than a Financing Party) of any right or interest relating to the System Property, (v) customary subordination, non-disturbance and attornment provisions, in form and content reasonably satisfactory to Tenant, and (vi) an agreement by each holder of any Encumbrance (other than a Financing Party), for itself and its successors and assigns, to execute and deliver to Tenant, each Financing Party, and their respective successors and assignees such further reasonable instruments as any of them may from time to time reasonably request in order to confirm the force and effect of the SNDA. In connection with Landlord's commercially reasonable efforts to obtain a SNDA, Landlord shall in no event be required to: (a) make any payment to the holder of the Encumbrance (except for such payments required by the terms of the Encumbrance), or (b) alter the terms of any mortgage or Encumbrance document, or (c) commence any action against the holder of the Encumbrance; and Tenant shall be required to pay any reasonable attorneys' fees charged by the mortgagee or Encumbrance holder or its attorney for drafting and negotiating the SNDA.

5. **Insolation.** Landlord acknowledges and agrees that access to sunlight ("Insolation") is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, provided that the Installation Pre-Conditions have been met, Landlord shall use its best efforts not cause or permit any obstructions in the Insolation Area under its control that could adversely affect Insolation levels, or permit the growth of foliage into the Insolation Area that could adversely affect Insolation levels. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Premises, Landlord shall advise Tenant of such information and reasonably cooperate, at no cost and expense to Landlord, with Tenant in measures to preserve existing levels of Insolation at the Premises. Notwithstanding any other

provision of this Lease, the parties agree that (i) Tenant would be irreparably harmed by a breach of the provisions of this **Section V.A.5.**, (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Tenant shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this **Section V.A.5.**, in accordance with the provisions of **Sections VI. C. and D.** of this Lease.

6. **Liens.** Except for Northwestern Mutual Life Insurance Company, as mortgagee, Landlord represents and warrants to Tenant that, as of the Effective Date, to the best of its knowledge, there are no liens or security interests (except the inchoate lien of the Township for taxes not yet due) on the Premises or judgments against the Premises. Notwithstanding the foregoing, Tenant acknowledges that Landlord can at any time and from time to time finance or refinance the Property and the Premises and provide security interests, including mortgages, in the Property and the Premises in connection therewith, so long as Landlord uses commercially reasonable efforts to obtain a SNDA pursuant to **Section V.A.4** of this Lease from any such Lender.

7. **Maintenance of the Roof.** Subject to Tenant's obligations to restore and repair the Roof set forth in **Sections I.B., I.D. and IV.A** of this Lease, Landlord shall maintain the Roof in good condition and repair. If Tenant reasonably believes that repairs to the roof are necessary, and Landlord's structural engineer agrees, Tenant shall give Landlord prompt written notice thereof in accordance with **Section XI.B.** of this Lease. If Landlord fails to commence such repairs within thirty (30) days after receipt of Tenant's notice in accordance with **Section XI.B.** of this Lease, and Tenant reasonably believes that failure to perform such repairs will cause damage to the Solar System, Tenant may, upon 15 days notice (except in an emergency) undertake the repair to the Roof at Landlord's expense, subject however, to the requirements set forth in **Sections I.B., I.D., IV.A. and V.B.** of this Lease, and Landlord shall reimburse Tenant for the reasonable costs thereof within thirty (30) business days after receipt of an invoice therefor from Tenant (except if the repair was necessitated by the acts of Tenant).

B. Representations And Warranties, Covenants Of Tenant:

1. **Authorization and Validity.** The execution and delivery by Tenant of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Tenant or its property or any valid order of any court, or regulatory agency or other body having authority to which Tenant or its property is subject. This Lease constitutes a legal and valid obligation of Tenant, enforceable against Tenant in accordance with its terms.

2. **Terms of the Lease.** Tenant represents, warrants and covenants that Tenant shall only utilize the Premises for the Permitted Use in and shall not violate in any material respect any Applicable Laws, Approvals, A1 Approvals, B Approvals or C Approvals, as applicable, Installation Pre-Conditions, Additional Approvals and Final Approvals, A1 Final Approvals, B Final Approvals or C Final Approvals, as applicable.

3. **Approvals.** Tenant represents, warrants and covenants that as of the Installation Commencement Date or the COD, as applicable, Tenant will have obtained all of the Approvals, all of the A1 Approvals, all of the B Approvals or all of the C Approvals (and, if applicable and only to the extent required by the aforementioned ARC guidelines, the approval of ARC), as applicable, provided, however, Landlord shall have exercised commercially reasonable efforts, at no cost to Landlord to execute such consents and take such other actions, including, but not limited to, execution of interconnection agreements, easements and licenses, as may be necessary or appropriate to obtain such Approvals, A1 Approvals, B Approvals or C Approvals, as applicable.

4. **Solar System and Approvals.** Tenant represents, warrants and covenants that, as of the Installation Commencement Date or the COD, as applicable,, the Plans and Specifications will conform in all material respects to the Approvals, A1 Approvals, B Approvals or C Approvals, as applicable, and that Tenant will install, use, operate, maintain, repair and/or replace or cause the installation, use, operation, maintenance, repair, and/or replacement of, the Solar System, the Premises and the License Areas substantially in accordance with the Plans and Specifications, all Approvals, all A1 Approvals, all B Approvals or all C Approvals, as applicable, the Final Approvals, A1 Final Approvals, B Final Approvals or C Final Approvals, as applicable, the Additional Approvals, if applicable and all Applicable Laws.

5. **Removal.** Tenant covenants that Tenant shall remove the Solar System in a manner that does not violate any Applicable Laws and shall obtain whatever Removal Approvals are required for any removal of the Solar System and shall satisfy and comply in all material respects with all of the conditions of the Removal Approvals.

6. **Roof Warranty.** Tenant covenants, represents and warrants that its installation, construction, maintenance, repair, cleaning, removal and/or replacement of the Solar System or any portion thereof shall not void any roof warranty of Landlord for the Roof. No penetration of the Roof will be permitted and the Solar System shall be a ballasted racking system. Tenant shall fill out the waiver and other forms required by Firestone to keep the existing warranty in effect through its scheduled expiration of July 19, 2016, in connection with which Firestone will inspect the roof and Tenant will engage a Firestone certified roofer to carry out any remedial measure that Firestone identifies to maintain the warranty.

7. **Supervision and Approval.** Tenant covenants, represents and warrants that its installation, construction, maintenance, repair, removal and/or replacement of the Solar System or any portion thereof shall at all times be subject to the review and approval of Landlord's architects and engineers.

8. **Environmental Laws.** Tenant shall minimize or cause the minimization of the use of Hazardous Materials in the installation, operation, repair and replacement of the Solar System and shall or shall cause all use, storage and removal of Hazardous Materials on and/or from the Property to be in strict accordance with all Environmental Laws and shall indemnify and hold Landlord harmless from and against any liability or damages Landlord incurs by reason of a Tenant Event of Default, as this term is hereinafter defined, of this Section

V.B.8. The limitations on damages set forth in Section VI.B.3 of this Lease shall not apply to a Tenant Event of Default of this Section V.B.8.

9. **Tenant's Work.** All work by Tenant, including the Installer, shall be diligently pursued and shall be performed in a good and workmanlike manner and in accordance with industry standards. Such work shall be performed in accordance with the approved Plans and Specifications. Tenant shall promptly pay for all of Tenant's work in full and shall not permit any liens to arise out of Tenant's work and attach to the premises or the Building and will promptly discharge any such lien.

10. **Noise or Vibration.** Tenant shall be responsible for any disturbance or deficiency created in the mechanical or structural facilities of the Building, any adverse effect on any roof warranties or guaranty, or any violation of law arising as a result of any work performed by Tenant or Tenant Parties. Equipment which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be reasonably objectionable to Landlord or any tenant shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration. The Solar System shall be stationary and not "tracking."

11. **Utility.** Tenant shall comply with all applicable rules and regulations of the Federal Energy Regulatory Commission ("FERC") pursuant to the Public Utility Regulatory Policies Act of 1978, the Public Utility Holding Company Act of 2005 and the New Jersey Board of Public Utilities ("BPU"). Tenant acknowledges that (i) Landlord is not a service provider under any utilities services agreement, is not related to Tenant in any way and shall have no responsibility to any Tenant customer with respect to the provision, maintenance, failure, or quality of service received by such customer from Tenant under any PPA, and (ii) Tenant shall hold Landlord harmless from any claims any customer may have against Landlord for services provided by Tenant. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, costs, claims, damages, causes of action and liability which arise in connection with the provision of electricity by Tenant to its customers and/or any of the terms and provisions of any PPA. Tenant shall take all action necessary to insure that Landlord is not and shall not be considered a "public utility" or an "electric utility" by FERC or the BPU, solely as a result of this Lease, and all PPAs shall be non-recourse to Landlord.

12. **Maintenance and Repair.** Tenant shall, at its own expense, maintain all of the Solar System and the Premises in good, clean and safe condition, promptly making all necessary repairs and replacements. Tenant shall repair at its expense, any and all damage caused by the Tenant Parties to the Building or the Property. If, within five (5) days following notice to Tenant, Tenant fails to commence to repair or replace any such matter or any damage to the Premises or Building which is Tenant's obligation to perform, or fails to diligently pursue timely completion of such repair and replacement, Landlord may, at its option, cause all required maintenance, repairs or replacements to be made. Tenant shall promptly pay to Landlord within ten (10) days after demand, all costs incurred in connection therewith as Additional Rent. Tenant shall promptly give Landlord written notice of any damage to the Building, the Premises or any property belonging to Landlord or any other occupant of the Building caused by the Tenant

Parties and Tenant shall be responsible for payment as Additional Rent for repairs due to any such damage to the extent caused by the Tenant Parties.

VI. EVENTS OF DEFAULT AND REMEDIES.

A. *Tenant Events of Default.*

Any of the following constitute an event of default under this Lease by the Tenant ("Tenant Event of Default"):

1. The Tenant, after written notice from Landlord of Tenant's failure to have made a payment of any installment of Rent when due, fails to pay any installment of Rent within ten (10) Business Days of Tenant's receipt of such notice.
2. The Tenant's failure to perform any covenant or obligation set forth in **Section IX.B** of this Lease, if such failure is not remedied within thirty (30) Business Days after receipt of written notice from the Landlord.
3. The Tenant fails to cure a violation of any term of this Lease or the Landlord PPA ("Tenant Breach") (other than a failure to pay an installment of Rent when due, which is governed by **Section VI.A.1** above of this Lease or a Tenant Failure to comply with **Section IX.B** of this Lease which is governed by **Section VI.A.2** above of this Lease) within thirty (30) days after written notice of the Tenant Breach from the Landlord in accordance with **Section XI.B.** of this Lease; provided, however, that the cure period shall be extended by the number of days during which the Tenant is prevented from taking curative action solely by an Event of Force Majeure, as hereinafter defined, if the Tenant has begun curative action and is proceeding diligently, using commercially reasonable efforts, to complete such curative action, and provided further that if such Tenant Breach is of a type which cannot be cured within thirty (30) days, Tenant shall have such additional time as is reasonably practicable to cure such Tenant Breach, not to exceed an additional one hundred and twenty (120) days, if the Tenant has begun curative action within the aforesaid thirty (30) days and is proceeding diligently, using commercially reasonable efforts, to complete such curative action; provided further, however, Tenant's failure to complete such curative action within such extended time shall not constitute a Tenant Event of Default so long as Tenant continues to make Rent installment payments to Landlord and is proceeding diligently, using commercially reasonable efforts, to complete such curative action and the condition, event or occurrence that gave rise to the notice of Tenant Breach is not materially (without limiting the meaning of materially, at a minimum the condition, event or occurrence that gave rise to the notice of Tenant Breach will be materially interfering with the use of the Property by Landlord or Other Tenant Space by an Other Tenant if said interference would cause Landlord to be in default of any lease with any Other Tenant or permit any Other Tenant to withhold rent payments from the Landlord) interfering with the Landlord's use and enjoyment of the Property or an Other Tenant's use and enjoyment of an Other Tenant Space.
4. Tenant shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets, if such

appointment shall have continued unstayed and in effect for any period of one hundred and twenty (120) consecutive days.

5. A custodian shall have been legally appointed with or without consent of the Tenant, if such appointment shall have continued unstayed and in effect for any period of one hundred and twenty (120) consecutive days.

6. The Tenant:

- a. has made a general assignment for the benefit of creditors, or
- b. has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law.

7. The Tenant has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding.

8. A petition in bankruptcy shall have been filed against the Tenant and shall not have been dismissed for a period of one hundred and twenty (120) consecutive days.

9. An Order for Relief shall have been entered with respect to or for the benefit of the Tenant under the Bankruptcy Code.

10. An order, judgment or decree shall have been entered, without the application, approval or consent of the Tenant by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Tenant or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of one hundred and twenty (120) consecutive days; or

11. The Tenant shall have suspended the transaction of its usual business.

B. *Landlord's Remedies.*

If Tenant has committed or suffered to be committed a Tenant Event of Default, then:

1. Landlord can terminate this Lease and the Landlord PPA pursuant to **Section I.C.2.b.** hereof.

2. Landlord can obtain specific performance of this Lease and/or the Landlord PPA.

3. Except for a Tenant Event of Default of **Section V.B.8** of this Lease, Landlord can obtain only Landlord's general contract or lease damages for a Tenant Event of Default. Except for a Tenant Event of Default of **Section V.B.8** of this Lease, in no event shall Tenant be liable for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not

prohibit Landlord from seeking and obtaining general contract or lease damages for a Tenant Event of Default.

4. The remedies provided herein are cumulative and the exercise of one remedy does not preclude the exercise of any of the other remedies provided hereunder.

C. *Landlord Events of Default.*

Any of the following constitute an event of default under this Lease by the Landlord ("Landlord Event of Default"):

1. The Landlord's failure to perform any covenant or obligation set forth in **Section IX.A** of this Lease, if such failure is not remedied within thirty (30) Business Days after receipt of written notice from the Tenant.

2. The Landlord fails to cure a violation of any term of this Lease (other than Landlord Failure to comply with **Section IX.A** of this Lease which is governed by **Section VI.C.1** above of this Lease) or the Landlord PPA ("Landlord Breach") within thirty (30) days after written notice of the Landlord Breach from the Tenant in accordance with **Section XI.B.** of this Lease; provided, however, that the cure period shall be extended by the number of days during which the Landlord is prevented from taking curative action solely by an Event of Force Majeure if the Landlord has begun curative action and is proceeding diligently, using commercially reasonable efforts, to complete such curative action, and provided further that if such Landlord Breach is of a type which cannot be cured within thirty (30) days, Landlord shall have such additional time as is reasonably practicable to cure such Landlord Breach, not to exceed an additional one hundred and twenty (120) days, if the Landlord has begun curative action within the aforesaid thirty (30) days and is proceeding diligently, using commercially reasonable efforts, to complete such curative action; provided further, however, Landlord's failure to complete such curative action within such extended time shall not constitute a Landlord Event of Default so long as Landlord is proceeding diligently, using commercially reasonable efforts, to complete such curative action and the condition, event or occurrence that gave rise to the notice of Landlord Breach is not materially interfering with the Tenant's use and enjoyment of the Premises or the efficient functioning of the Solar System.

3. Landlord shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets, if such appointment shall have continued unstayed and in effect for any period of one hundred and twenty (120) consecutive days.

4. A custodian shall have been legally appointed with or without consent of the Landlord, if such appointment shall have continued unstayed and in effect for any period of one hundred and twenty (120) consecutive days.

5. The Landlord:

a. has made a general assignment for the benefit of creditors, or

b. has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law.

6. The Landlord has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding.

7. A petition in bankruptcy shall have been filed against the Landlord and shall not have been dismissed for a period of one hundred and twenty (120) consecutive days.

8. An Order for Relief shall have been entered with respect to or for the benefit of the Landlord under the Bankruptcy Code.

9. An order, judgment or decree shall have been entered, without the application, approval or consent of the Landlord by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Landlord or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of one hundred and twenty (120) consecutive days; or

10. The Landlord shall have suspended the transaction of its usual business and as a result thereof, Tenant's rights to maintain, operate or repair the Solar System or the economic benefits thereof are, or could reasonably be expected to be, materially and adversely affected.

D. *Tenant's Remedies.*

If Landlord has committed or suffered to be committed a Landlord Event of Default, then:

1. Tenant can obtain specific performance of this Lease and/or the Landlord PPA or terminate this Lease or the Landlord PPA.

2. Tenant can obtain only Tenant's general contract damages for a Landlord Event of Default, in no event shall Landlord be liable for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Tenant from seeking and obtaining general contract damages for a Landlord Event of Default. Notwithstanding the limitations described in the foregoing provisions of this Section VI.D.2, in the event of a willful Landlord Event of Default, Tenant's general contract damages shall include damages for the loss of the Environmental Attributes arising out of such Landlord Event of Default.

3. The remedies provided herein are cumulative and the exercise of one remedy does not preclude the exercise of any of the other remedies provided hereunder.

E. *Event of Force Majeure.*

Any event or circumstance beyond the reasonable control of any party hereto, including the following (but excluding inability to pay money), shall constitute an event of force majeure ("Event of Force Majeure") under this Lease and/or the Landlord PPA: any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act or acts of terrorism, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums or court orders changes in law, regulation or interpretation, condemnation, takings or any other action by which a governmental authority, any action or omission by any utility, or any breach of this Lease or the PPA by any party other than the party affected by the Event of Force Majeure. Performance under this Lease and/or the Landlord PPA shall be excused by an Event of Force Majeure for the length of the delay caused by the Event of Force Majeure.

VII. **TENANT FINANCING.**

A. *Solar System Financing.*

Tenant may, in its sole discretion, at any time and from time to time, incur indebtedness secured directly or indirectly by all or part of the Collateral, as hereinafter defined in this **Section VII. A.**, or enter into one or more transactions involving equity or debt financing in connection with which one or more Financing Parties may acquire right, title or interest in or to all or part of the Collateral. "Financing Party" shall mean, individually and collectively, any and all Persons (whether or not affiliated with Tenant), including (without limitation) an owner-lessor, a trustee, a special purpose entity, a mortgagee, or a credit support provider, that is directly or indirectly involved in an equity or debt financing transaction (including, without limitation, joint venture, equity investment, sale-leaseback, securitization, leveraged lease, or structured investment) and (i) to which Tenant has, at any time and from time to time, sold, granted, conveyed or otherwise transferred, or pledged or collaterally assigned, or granted a lien or a similar right or interest in, any of the Collateral or (ii) which, at any time and from time to time, may be entitled to assert a Claim against Tenant or any guarantor or other credit support provider for Tenant's benefit. "Collateral" shall mean Tenant's right, title and interest under this Lease and in or to the Solar System and any and all other tangible and intangible property (and related records) including Environmental Attributes, used by Tenant in the conduct of its business which is now or hereafter located at the Property and which is now or hereafter subject to a pledge, lien, security interest or other encumbrance for Financing Party's benefit. "Claims" shall mean any and all claims and proceedings relating to indebtedness incurred by Tenant or on its behalf or any portion of the Collateral.

B. *Recognizing Financing Party.*

Landlord shall, upon receiving written instructions from Financing Party (regardless of any inconsistent instructions from Tenant), recognize Financing Party, or any third party to

which Financing Party has assigned the rights of Tenant under this Lease, as the proper and lawful tenant of the Property and successor to Tenant with respect to easements, rights of way and other access rights to the Premises across or through the Property and as fully entitled to receive the rights and benefits of Tenant hereunder, so long as Financing Party or its assignee performs the obligations of Tenant accruing hereunder from and after the date of such assignment. Tenant shall identify the Financing Party by notice to the Landlord as a condition of the Landlord's recognition of the Financing Party. Landlord shall be protected and incur no liability in acting or proceeding in good faith upon any such instructions or any other notice by Financing Party that Landlord in good faith believes to be genuine, a copy of which shall have been delivered to Tenant. Landlord shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instructions or other notice, but may accept and rely upon it as conclusive evidence of the truth and accuracy of such statements. Landlord shall give Financing Party the same access rights to the Property, and the Solar System as Tenant has under this Lease so that Financing Party may inspect the Collateral.

C. Subordination.

Landlord hereby subordinates any and all liens, security interests and claims of any nature that it may now or hereafter have with respect to Tenant, any guarantor or other credit support provider for Tenant's benefit, or the Collateral to all Claims of Financing Party with respect to Tenant, such credit support provider, or the Collateral. This subordination shall remain in effect until each Financing Party shall have been indefeasibly paid in full for all Claims that may be asserted by Financing Party. If, from and after a Bankruptcy of Tenant or any such credit support provider or the assertion of any Claim by Financing Party, Landlord receives any payment (whether in money or in kind) by or on behalf of Tenant or with respect to the Collateral, Landlord shall receive and hold such payment in trust for Financing Party and immediately pay it over to Financing Party, upon Financing Party's written request. Landlord shall notify each Person (whether a lessor, purchaser, lessee, assignee, mortgagee or pledgee) at any time holding or acquiring any right or interest relating to the Property that could encumber the Property, the Solar System or this Lease of this subordination provision, which shall run with the land, be binding upon Landlord and its successors and assigns, and inure to the benefit of Tenant, Financing Party, and their respective successors and assigns. Except as expressly set forth in this Section VII, Landlord does not waive or otherwise modify any of its rights to exercise its remedies regarding Tenant's right, title and interest under this Lease in the event of a Tenant Event of Default.

D. Consent, Waiver.

Landlord consents to any and all of Financing Party's rights and interests with respect to the Collateral and disclaims and waives all rights of levy for rent and all claims and demands of every kind against the Collateral, which disclaimer and waiver shall remain in effect until each Financing Party shall have been indefeasibly paid in full for all Claims that may be asserted by such Financing Party. Landlord agrees that the Collateral shall not be subject to distraint or execution by, or with respect to any claim of, Landlord or any of its lenders.

E. Further Assurances.

Landlord shall, at any time and from time to time, as reasonably requested by Tenant or Financing Party, take all commercially reasonable actions that may be necessary or desirable to further the purposes of this Section, including (without limitation) executing and delivering: consents to collateral assignments, pledges and security interests by Tenant; estoppel certificates regarding performance and payments by Landlord and Tenant under, and the enforceability of, this Lease; disclaimers and waivers by Landlord and its lenders of any right or interest in the Solar System, its output, net metering credits or payments associated with delivering Solar System output to any utility, solar renewable energy credits or other environmental attributes associated with the Solar System's output, or any of the proceeds thereof (individually and collectively, "System Property"); representations regarding the financial condition and creditworthiness of Landlord and any Person providing credit support to Landlord; and such other documents, in form and content reasonably satisfactory to Financing Party, that a site landlord is customarily required to provide in project financings.

VIII. REMOVAL AND RELOCATION; CASUALTY AND CONDEMNATION; PURCHASE OPTION.

A. Removal.

If this Lease has not terminated earlier pursuant to **Sections I.C.2. a. or b.** of this Lease, and Landlord has not exercised the purchase option pursuant to Section VIII E. 1 and 2 or its right to a first offer pursuant to Section VIII.E.3 hereinafter, then upon the Termination Date which is 20 years from the Commercial Operation Date (the "20-Year Termination Date"), Tenant shall, at its sole cost and expense, obtain all Removal Approvals, satisfy and comply with all the conditions of same, remove the Solar System from the Property in accordance with all Approvals, A1 Approvals, B Approvals and C Approvals, as applicable, Additional Approvals, Removal Approvals and all Applicable Laws and shall repair all damage and remove all alterations to the Property, including, but not limited to, the Building and the Roof, caused by the installation of the Solar System, in accordance with all Applicable Laws, such that the Property, including, but not limited to the Building and the Roof, is in as close to the same condition, normal wear and tear excepted, as it was in prior to the commencement of any installation of the Solar System as is reasonably practicable, referred to collectively in this Lease in as the "End of Term Removal Obligations." The End of Term Removal Obligations also include the obligation to remove all equipment and materials from all License Areas and to restore all License Areas to as close to the same condition, normal wear and tear excepted, that they were in prior to the placement of any materials in connection with the Solar System and/or the commencement of any installation and/or removal of the Solar System as is reasonably practicable. The End of Term Removal Obligations survive the termination of this Lease until said End of Term Removal Obligations are fully complete.

B. Relocation.

1. One Time Relocation.

a. Tenant shall, one time during the Term, free of charge to Landlord, temporarily relocate ("One Time Relocation") the Solar System from its location as of the COD to another location on the Roof specified by Landlord, upon Landlord's written request ("One Time Relocation Request"), given in accordance with **Section XI.B** of this Lease, if said Relocation is required by repairs or replacements which Landlord needs to make to the Building, including, but not limited to, the Roof. Landlord shall make such repairs or replacements expeditiously. The One Time Relocation shall be done entirely by Tenant, at Tenant's sole cost and expense.

b. As shown in Exhibit D-1, the Solar System may consist of three or more sub-arrays of solar panels (each being a "Sub-Array") comprising the Solar System. Landlord and Tenant agree to cooperate with each other and to jointly plan and make good faith efforts in connection with such One Time Relocation in order to achieve the mutual goal that, at no given time shall there be more than one Sub-Array displaced from the Roof or disabled from operation.

2. Other Relocations. If, after the Tenant has performed the One-Time Relocation, Landlord, at any time and from time to time, during the Term, again needs Tenant to temporarily relocate ("Other Relocation") the Solar System from its then current location to another location on the Roof, specified by Landlord, because Landlord needs to make repairs to the Building, including, but not limited to, the Roof, then upon Landlord's written request ("Other Relocation Request"), given in accordance with **Section XI.B** of this Lease, Tenant shall so temporarily relocate the Solar System for a charge to Landlord of \$0.10 US Dollars times the rated capacity of the Solar System in Watts. Landlord shall make such repairs or replacements to the Building, including, but not limited to, the Roof, expeditiously. The Landlord and Tenant agree to cooperate with each other and to jointly plan and make good faith efforts in connection with such Other Relocations in order to achieve the mutual goal that, at no given time shall there be more than one Sub-Array displaced from the Roof or disabled from operation.

3. Relocation Requirements. The One-time Relocation and any Other Relocation are referred to collectively and generically in this Lease as a "Relocation." Each Relocation, includes, but is not limited to, the physical relocation and reconnection of the Solar System and restoring the Solar System to operation in accordance with all of the requirements of this Lease, all design and engineering work in connection therewith (subject the review and approval of Landlord which shall not be unreasonably withheld or delayed) and all approvals, with all appeal periods therefrom having expired without any third party appeals being taken therefrom, from all Governmental Agencies and Utilities with jurisdiction over the Property and the Solar System for the physical relocation and reconnection of the Solar System and restoring the Solar System to operation in accordance with all of the requirements of this Lease. Each Relocation shall be done in accordance with all of the aforesaid design and engineering work, approvals and all Applicable Laws. Tenant shall complete each stage of each Relocation expeditiously. The design and engineering work for each Relocation, including, but not limited to, all plans and specifications therefor, all approvals for the Relocation, with all appeal periods therefrom having expired without any third party appeals being taken therefrom, all contracts in connection with each Relocation and all warranties for each Relocation are referred to collectively in this Lease as the "Relocation Deliverables."

4. Relocation Required by Law. In the event that any Relocation of the Solar System is required by Applicable Law, Landlord and Tenant shall each be responsible for one-half of the costs of such relocation.

C. *Casualty, Condemnation, Repair and Restoration.*

1. If any casualty, condemnation, or Event of Force Majeure results in any material loss or damage to or destruction of the Solar System or a material reduction in its electricity output or the delivery of such output to the Property or to any Particular Off-Takers or the local utility (in any case, a "Solar System Loss"), Tenant shall, as soon as practicable, give Landlord written notice as to whether the Solar System Loss, in Tenant's reasonable judgment, has rendered the Solar System substantially incapable of producing electrical output and delivering it to the Property or to Particular Off-Takers and whether Tenant will repair or replace the Solar System. If Tenant elects to repair or replace the Solar System, this Lease shall remain in effect, and Tenant shall repair or replace the Solar System as soon as practicable. If Tenant elects not to repair or replace the Solar System, such written notice shall specify a termination date of this Lease, whereupon it shall terminate, and the parties shall promptly determine, set off, and settle, in cash, all amounts that have accrued under this Lease on or before the termination date.

2. If a Solar System Loss has not rendered the Solar System substantially incapable of producing electrical output and delivering it to the Property or to Particular Off-Takers, this Lease shall remain in effect, and Tenant shall repair or replace the Solar System as soon as practicable; provided, however, that Tenant shall not be required to repair or replace the Solar System if (i) such Solar System Loss has occurred in connection with damage, destruction, condemnation, or other loss of all or any part of the facilities of any Particular Off-Takers being served by the Solar System output, the Property itself, or the Property's interconnection to the local utility, which loss has significantly impaired or can reasonably be expected to significantly impair the historical electricity usage of LBI, other tenants at the Property purchasing electricity from Tenant, if any, or any Particular Off-Takers or the Solar System's ability to generate and deliver its historical electricity output to LBI, Other Tenants at the Property purchasing electricity from Tenant, if any, or any Particular Off-Takers and the local utility (in any such case, a "Specified Loss Event") unless (a) within sixty (60) days after the Specified Loss Event, each of LBI, other tenants at the Property purchasing electricity from Tenant, if any, the Particular Off-Takers and Landlord, to the extent relevant, shall give a written notice (a "Restoration Notice") to Tenant that it will, within nine (9) months after the Specified Loss Event, fully repair and restore all relevant parts of the facilities, the Property, and the utility interconnection and that it has sufficient insurance proceeds (and, if necessary, the consent of its lenders) or other funds to complete such repair and restoration work, (b) within sixty (60) days after the Specified Loss Event, from Tenant, if any, or any Particular Off-Takers and the local utility (in any such case, a "Specified Loss Event") unless (a) within sixty (60) days after the Specified Loss Event, each of LBI, other tenants at the Property purchasing electricity from Tenant, if any, the Particular Off-Takers, as the case may be, Landlord, and Tenant shall reasonably agree, in good faith, on a project schedule allowing Tenant to complete the full repair and restoration of the Solar System and place the Solar System into full service (if necessary, satisfying the conditions for Commercial Operation), generating historical levels of electrical output, no later than the end of the twelfth (12th) month after the Specified Loss Event, (c) the

end of such twelfth month shall be at least two years before the scheduled expiration date of the Term, (d) LBI, other tenants at the Property purchasing electricity from Tenant, if any, the Particular Off-Takers and Landlord (as the case may be) shall promptly commence and in good faith diligently pursue their respective portions of the repair and restoration work in accordance with the project schedule, and (e) all government, utility, and other third-party approvals, permits, licenses, and other consents necessary to fully repair and restore all relevant parts of the facilities, the Property, and the Solar System can reasonably be expected to be obtained, through commercially reasonable efforts, within the time periods provided for in the project schedule, or (ii) the introduction of, any change in, or the interpretation or administration of, any Applicable Laws or any Approvals, Final Approvals, A1 Approvals, A1 Final Approvals, B Approvals, B Final Approvals, C Approvals or C Final Approvals has made it, or can reasonably be expected to make it, unlawful or commercially unreasonable to perform the foregoing repairs and restorations within the twelve-month period after the Specified Loss Event or that significantly impairs, or can reasonably be expected to significantly impair, the Solar System's ability to generate electricity, Tenant's ability to sell and deliver electricity to LBI, other tenants at the Property purchasing electricity from Tenant, if any, the Particular Off-Takers and the local utility, the Solar System's ability to produce and vest ownership in Tenant of its historical level of solar renewable energy credits ("SRECs"), or Tenant's ability to sell and deliver SRECs in the spot market or to counterparties under forward purchase contracts, and in each such case, this Lease shall terminate upon written notice by Tenant to Landlord setting forth a termination date and the reason for such termination in reasonable detail, and the parties shall promptly determine, set off, and settle, in cash, all amounts that have accrued under this Lease on or before the termination date.

D. *Rent Abatement.*

Landlord shall not be liable for any inconvenience, loss of or reduction in Environmental Attributes or loss or reduction of revenue from electrical output that would have otherwise been generated by the Solar System resulting in any way from any Solar System Loss, any One Time Relocation, any Other Relocation, any Force Majeure, or any other event or circumstance (other than a Landlord Event of Default), nor during any repair or restoration of the Solar System following any Solar System Loss, except that Landlord shall allow Tenant a fair and reasonable abatement of the Rent (based upon the reduction in the portion of the Solar System's electrical output that can be produced and delivered to LBI, other tenants at the Property purchasing electricity from Tenant, if any, any Particular Off-Takers and the local utility compared to the historical levels of the Solar System's electrical output that was produced and delivered to LBI, other tenants at the Property purchasing electricity from Tenant, if any, the Particular Off-Takers and the local utility) during any time and to the extent that there has been a loss or reduction of revenue from electrical output that would have otherwise been generated by the Solar System except for the effects of any Solar System Loss, any One Time Relocation, any Other Relocation, any Force Majeure, or any Landlord Event of Default.

E. *Purchase of Solar System*

1. Provided that no Landlord Default has occurred and is continuing, upon the 20-Year Termination Date, Landlord shall have the option to purchase the Solar System by giving Tenant written notice of its exercise of this purchase option no earlier than ninety (90) days and no later than sixty (60) days prior to the 20-Year Termination Date and paying Tenant the Fair

Market Value of the System upon the 20-Year Termination Date. Upon receipt by Tenant of payment of the Fair Market Value, title to the Solar System shall transfer to Landlord as-is, where-is, together with the Environmental Attributes and, to the extent assignable, the remaining period on all warranties for the Solar System and all other rights and obligations associated with the ownership, installation, operation, or maintenance of the Solar System, in each case accruing from and after the 20-Year Termination Date. From the date of Landlord's exercise of its option to purchase the Solar System and until Landlord takes title to the Solar System in accordance with this Section, Tenant shall operate and maintain the Solar System in a manner consistent with the manner in which Tenant operated and maintained the Solar System prior to Landlord's exercise of its purchase option. Tenant's right, title and interest in and to the Solar System shall be delivered and accepted in "as-is, where is" condition.

2. The "Fair Market Value" of the Solar System shall be the value of the Solar System that a willing and informed discretionary buyer would pay to a willing and informed discretionary seller of the Solar System, on the 20-Year Termination Date. The Fair Market Value of the Solar System shall be determined by the mutual agreement of Landlord and Tenant within ten (10) days after receipt by Tenant of Landlord's notice of its intention to determine Fair Market Value. The Fair Market Value of the Solar System shall (i) take into account whether the Solar System will remain at or be removed from the Premises; and (ii) include the fair market value of any Environmental Attributes. If Landlord exercises its purchase option, Tenant shall have no obligation to remove the Solar System from the Premises. If Landlord and Tenant cannot mutually agree on a Fair Market Value within said ten (10) day period, then the parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Solar System. If the parties are unable to agree on the selection of an appraiser within ten (10) days, the appraiser shall be jointly selected by an appraiser firm proposed by Landlord and an appraiser firm proposed by Tenant. The appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth the Fair Market Value determination in a written opinion delivered to the parties. The valuation made by the appraiser shall be binding on the parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the parties equally.

3. On the occurrence of a Default Termination, pursuant to Section I.C.2.b of this Lease, during the Default Payment Period, Tenant shall give written notice (the "Offer Notice") to Landlord of the price (the "Price") at which Tenant shall offer to sell the Solar System to Landlord instead of removing the Solar System from the Premises pursuant to Section I.C.2.b.(iii). The Landlord and Tenant agree the Price shall not necessarily be the Fair Market Value, as defined above, at the time of the Offer Notice. Landlord recognizes that, for example, Tenant, due to temporary market conditions, or other circumstances, may disagree with the value that a willing and informed discretionary buyer would place on the Environmental Attributes and accordingly, the Price may differ from what might otherwise be determined to be the Fair Market Value as defined above. Tenant shall act reasonably and in good faith, in light of its obligations to its investors, to determine the Price and shall include in the Offer Notice a description of the method by which Tenant determined the Price. Within fifteen (15) days after Landlord's receipt of the Offer Notice, Landlord shall provide Tenant written notice of its acceptance or rejection of the offer to sell (the "Offer Response Notice"). If Landlord accepts the offer, Landlord shall pay Tenant the Price within thirty (30) days of the Offer Response Notice. Upon receipt by Tenant

of the payment of the Price ("Payment Date"), title to the Solar System shall transfer to Landlord as-is, where-is, together with the Environmental Attributes and, to the extent assignable, the remaining period on all warranties for the Solar System and all other rights and obligations associated with the ownership, installation, operation or maintenance of the Solar System, in each case accruing from and after the Payment Date.

4. If the Offer Response Notice is notice of acceptance of the offer to sell, the Second Escrowed Amount and the First Escrowed Amount, with the interest accrued thereon, if any, shall be disbursed by Escrow Agent to Tenant upon the transfer of title pursuant to Section VIII.E.3 above, at which point, Landlord, Escrow Agent and Tenant shall have no further obligations to the others by reason of this Lease or the Landlord PPA. If the Offer Response Notice is notice of rejection of the offer to sell, the provisions of Section I.C.2.b.(ii) through (v) shall govern the removal of the Solar System from the Premises and the disbursement of the First Escrowed Amount and Second Escrowed Amount.

5. The provisions of Sections VIII.E of this Lease survive the termination of this Lease until there has been compliance therewith.

IX. INSURANCE AND INDEMNITY.

A. *Insurance Required of Landlord from Effective Date and Throughout the Term.*

From the Effective Date and throughout the Term, Landlord shall maintain Commercial General Liability insurance in the amount of \$5,000,000 each occurrence.

B. *Insurance Required of Tenant from Effective Date and Throughout the Term.*

From and including the Effective Date and throughout the Term and until it has fully met all obligations of this Lease which survive the termination of this Lease, Tenant shall obtain and maintain, or cause the Installer or its operations and maintenance contractor to obtain and maintain, insurance of the types and in the amounts set forth below:

1. **Commercial General and Umbrella Liability Insurance.** Commercial general liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to each covered premises /project (including the Property).

a. CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b. Landlord and Landlord's mortgagee shall be included as an additional insured under the CGL, using ISO additional insured endorsements CG 20 10 07 04 along with CG 20 37 07 04 or an equivalent endorsement, and under the commercial umbrella, if

any. This insurance shall apply as primary (and not contributory) insurance with respect to any other insurance or self-insurance programs afforded to Landlord.

c. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage.

2. Contractor's Pollution Liability Insurance. Contractor's pollution liability coverage with a limit of not less than \$5,000,000. Landlord shall be included as an additional insured under the contractor's pollution liability policy.

C. *Cross Liability Coverage.*

If the policies of liability insurance required under Section IX.B above do not contain the standard ISO separation of insured's provision, or a substantially similar clause, said policies shall be endorsed to provide cross-liability coverage.

D. *Insurers.*

All insurance required by this Article IX shall be provided by insurance companies ("Insurers") authorized to do business in the State of New Jersey with a rating of A- VII or better from A.M. Best Company.

E. *Evidence of Insurance.*

Prior to any Tenant Party entering onto the Premises or any License Area, Tenant shall furnish Landlord with certificates of insurance ("Certificates"), executed by a duly authorized representative of each Insurer, showing compliance with Sections IX. B, C and D of this Lease.

1. All Certificates shall provide for thirty (30) days written notice to Landlord prior to the cancellation or material change of any insurance referred to therein, except that only ten (10) days written notice shall be required prior to cancellation for nonpayment of premium.

2. The word "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the Certificate's cancellation provision.

3. Failure of the Landlord to demand the Certificates or other evidence of full compliance with the insurance requirements of this Article IX or the failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain the insurance required by this Article IX.

4. Tenant's failure to maintain the insurance that it is required to maintain by this Article IX is, subject to the notice and cure provisions of Section VI.A.2 of this Lease, a Tenant Event of Default.

5. If Tenant fails to maintain the insurance that it is required to maintain by this **Article IX**, Landlord has the right, but not the obligation, to purchase said insurance at Tenant's expense. If Landlord exercises such right, Tenant shall reimburse Landlord within five (5) days after demand for such Additional Rent.

6. Tenant shall provide certified copies of all insurance policies that it is required to maintain by this **Article IX** to Landlord within ten (10) days of Landlord's request for same in accordance with **Section XI.B** of this Lease.

F. *No Representation of Coverage Adequacy.*

Landlord does not, by requiring the insurance set forth in **Sections IX. B, C and D** of this Lease, represent that said coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed a limitation on Tenant's liability under this Lease, including, but not limited to the indemnifications set forth in **Section IX.G** of this Lease.

G. *Indemnification.*

Landlord and Tenant ("Indemnifying Party") each agrees to defend, protect, indemnify and hold harmless the other ("Indemnified Party") from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit, asserted or incurred in connection with or arising out of or resulting from loss of life, personal injury, bodily injury, and/or damage to property occasioned wholly or in part by any act or omission of the Indemnifying Party arising out of or in connection with this Lease, the Property and/or the Solar System; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or the willful act or omission of the Indemnified Party.

H. *Waivers of Claims and Subrogation.*

Landlord and Tenant each hereby waive each and every claim for recovery from the other, as well as from any person or entity claiming under or through the party making such waiver (whether by subrogation or otherwise), for any and all loss of, or damage to, the Solar System, the Building, the Property and/or the contents of any of the foregoing, but only to the extent that such loss or damage either:

a. is recoverable under insurance policies carried by the waiving party; or

b. would have been recoverable under insurance policies carried by the waiving party had such party maintained in force the insurance policies and limits required to be maintained under this Lease.

Inasmuch as this mutual waiver will preclude the assignment of any such claim, by subrogation or otherwise, to an insurance company or any other person or entity, each party shall, if such party's insurance policies do not themselves permit such waiver of subrogation, cause such insurance policies to be endorsed to permit the same.

X. ASSIGNMENT.

A. *Tenant Assignment.*

Tenant cannot assign this Lease, except to a Financing Party, for the time period ("No Assignment Period") commencing on and including the Effective Date and running to and through the date which is two years after the COD. After the termination of the No Assignment Period, Tenant cannot assign this Lease except to an entity (other than a Financing Party), which agrees in a writing, reasonably satisfactory to Landlord, to assume all of Tenant's obligations under this Lease and which entity has a net worth of not less than one hundred million (\$100,000,000.00) US Dollars, as set forth in a financial statement, prepared in accordance with GAAP by, and signed by, a nationally recognized certified public accounting firm. Additionally, Tenant cannot assign the Landlord PPA except in conjunction and concurrently with its assignment of this Lease to the same assignee who is receiving the assignment of this Lease and subject to all of the requirements of this Section X.A of this Lease with respect to the Landlord PPA as if it were this Lease.

B. *Landlord Assignment-Conveyance.*

Landlord can assign this Lease to a natural person or entity ("Subsequent Owner") who acquires the title to the Property, provided that said Subsequent Owner agrees in writing with Tenant to be bound by all of Landlord's obligations under the Lease, at which time Landlord shall have no further rights or obligations under this Lease.

C. *Assignment-Financing.*

Landlord can at any time and from time to time finance or refinance the Property and the Premises and in connection therewith assign this Lease to the Lender providing such financing, so long as Landlord uses commercially reasonable efforts to obtain a SNDA pursuant to Section V.A.4 of this Lease from any such Lender. This Lease is and shall be subject and subordinate to all ground or underlying leases of the Property and to all mortgages, deeds of trust and similar security documents that may now exist encumbering the Property or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof which do not contravene or otherwise conflict with the terms of, or Tenant's rights under any then existing subordination, nondisturbance and attornment agreements. With respect to any such renewals, modifications, consolidations, replacements and extensions, Landlord shall disclose same to Tenant within ten (10) days of their execution and shall exercise commercially reasonable efforts to obtain an SNDA from the Lender as to each such renewal, modification, consolidation, replacement and extension.

XI. MISCELLANEOUS.

A. Amendments.

This Lease can only be amended by a writing signed by Tenant and Landlord or their respective permitted successors in interest.

B. Notices.

All notices required or permitted to be given under this Lease shall be in writing and shall be: mailed by certified mail, postage prepaid, return receipt requested; sent by overnight air courier service, with proof of delivery; personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this **Section XI.B.**). All notices shall be deemed to have been received: on the day when delivered when delivered in person, unless delivered after 5:00 PM on a weekday, on a weekend or on a legal holiday, in which event said notice shall be deemed received on the next business day; upon acceptance or refusal of acceptance if sent by registered or certified mail, unless delivered after 5:00 PM on a weekday, on a weekend or on a legal holiday, in which event said notice shall be deemed received on the next business day; upon acceptance or refusal of acceptance if sent by overnight air courier service, unless delivered after 5:00 PM on a weekday, on a weekend or on a legal holiday, in which event said notice shall be deemed received on the next business day; and upon proof of transmission if sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this **Section XI.B.**), unless the facsimile is received after 5:00 PM on a weekday, on a weekend or on a legal holiday, in which event said notice shall be deemed received on the next business day. All such notices shall be mailed, sent, faxed or delivered, addressed to the party for whom such notices are intended, at the party's address set forth below in this **Section XI.B** or to such other address as a party may provide to the other party pursuant to the provisions of this **Section XI.B**:

If to Landlord:
Matrix 7A Land Venture I, LLC
c/o Matrix Development Group
Attention: Donald Epstein
Forsgate Drive, CN 4000
Cranbury, NJ 08512
Telephone: 732-521-2900
Facsimile: 609-395-8289
Email:depstein@matrixcompanies.com

With a copy to:
Cozen O'Connor
1900 Market Street
Philadelphia, PA 19103-3508
Attention: Robert Silverman
Telephone: 215-665-2000
Facsimile: 215-665-2013
Email: rsilverman@cozen.com

and

Morgan Stanley/Merchant Banking
1585 Broadway
37th Floor
New York, NY 10036
Attention: Jennie Pries Friend
Telephone: 212-761-4942
Facsimile: 212-507-4866
Email: Jennie.Friend@morganstanley.com

If to Tenant:
12 Applegate Solar, LLC
c/o SunRay Power LLC
Attention: David Khasidy
545 Madison Avenue, 14th floor
New York NY 10022
Telephone: 212-610-1780
Fax: 212-610-1781
Email: david@sunraypowerllc.com

With a copy to:
Kevin J. Coakley, Esq.
Connell Foley LLP
85 Livingston Avenue
Roseland, New Jersey 07068
Telephone: (973) 535-0500
Facsimile: (973) _____
Email: kcoakley@connellfoley.com

If to Escrow Agent:
Patrick J. McAuley, Esq.
Connell Foley LLP
85 Livingston Avenue
Roseland, New Jersey 07068
Telephone: (973) 535-0500
Facsimile: (973) 535-9217
Email: pmcauley@connellfoley.com

C. *Waiver.*

All waivers of the provisions of this Lease must be in writing and duly executed by both Landlord and Tenant. The waiver by either Landlord or Tenant of any provision of this Lease shall not operate or be construed to operate as a waiver of any other provision of this Lease or as waiver of the particular provision waived with respect a subsequent circumstance beyond the express scope of the waiver.

D. *Headings.*

The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

E. *Choice of Law.*

This Lease shall be construed in accordance with the laws of the State of New Jersey (without regard to its conflicts of law principles).

F. *Successors and Assigns.*

This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon Landlord, Tenant and their respective permitted successors and assigns.

G. *Execution of Lease.*

This Lease may be executed in two or more counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and Landlord and Tenant each consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between Landlord and Tenant.

H. *Entire Agreement.*

This Lease (including the exhibits, any written schedules, supplements and amendments, including, but not limited to, the First Amendment when executed by both Landlord and Tenant) represents the full and complete agreement between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior written or oral agreements between Landlord and Tenant with respect to said subject matter.

I. Additional Documents.

Upon the receipt of a written request from the other, each of Landlord or Tenant shall execute such additional documents (e.g., utility interconnection agreement), instruments and assurances and take such additional actions as are reasonably necessary or desirable to carry out the terms and intent hereof. Neither Landlord nor Tenant shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

J. Memorandum of Lease, Discharge and Escrowed Amount.

1. Concurrently with the Landlord's and Tenant's execution of this Lease they shall execute and deliver to Connell Foley LLP ("Escrow Agent") a memorandum of this Lease ("Memorandum"), in form and substance identical to Exhibit I, attached hereto, a discharge of memorandum of Lease ("Discharge"), in form and substance identical to Exhibit J, attached hereto.

2. On the Effective Date, Tenant shall by cash, certified or bank cashier's check or wire transfer to an account designated by Escrow Agent, pursuant to the notice provisions of **Section XI.B** of this Lease, pay to Escrow Agent the First Escrowed Amount. The Escrow Agent shall hold the First Escrowed Amount and if applicable, the Second Escrowed Amount, in escrow and release same pursuant to this **Section XI.J.2** and **Sections I.C.2.a** and **I.C.2.b** of this Lease. Escrow Agent shall hold the First Escrowed Amount and if applicable, the Second Escrowed Amount in an interest bearing account, insured by the Federal Deposit Insurance Company or a successor entity thereto in a financial institution of Escrow Agent's choice. Escrow Agent shall have no duty to obtain the highest interest rate or to obtain at least a minimum interest rate. The interest earned on the First Escrowed Amount shall be paid to Tenant annually, provided that Tenant has not committed a Tenant Event of Default. If Tenant has committed a Tenant Event of Default, then the interest shall follow the First Escrowed Amount and, if applicable, the Second Escrowed Amount and be deemed part of the First Escrowed Amount and if applicable, the Second Escrowed Amount unless and until Tenant cures the Tenant Event of Default in accordance with the terms of this Lease. Tenant's Federal Tax ID number is 45-3336496. In the event of a Default Termination, Escrow Agent shall hold and release the First Escrowed Amount and if applicable, the Second Escrowed Amount, in accordance with **Section I.C.2.b** of this Lease. In the event of a Pre-Installation Termination of this Lease, Escrow Agent shall hold and release the First Escrowed Amount in accordance with **Section I.C.2.a** of this Lease. Otherwise, Landlord shall hold the First Escrowed Amount in escrow pursuant to this **Section XI.J.2** and shall release the Escrowed Amount to Tenant within thirty (30) days of the termination of this Lease in accordance with its terms.

3. Upon execution of this Lease Escrow Agent shall record the Memorandum in the Mercer County, New Jersey Clerk's Office against the record title to the Property.

4. The Escrow Agent shall hold the Discharge in escrow pursuant to this **Section XI.J.4** until the termination of this Lease at which time Escrow Agent shall deliver the Discharge to Landlord.

5. The Landlord and Tenant acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the Landlord or Tenant, and that Escrow Agent shall not be liable to either of the Landlord or Tenant for an act or omission on Escrow Agent's part unless taken or suffered in bad faith, in willful disregard of this Lease or involving gross negligence. Landlord and Tenant shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred by Escrow Agent in connection with the performance of Escrow Agent's duties under this Lease, except with regard to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Lease or involving gross negligence on the part of Escrow Agent. Landlord further acknowledges and agrees that Escrow Agent is the attorney for Tenant and can represent Tenant in connection with this Lease and/or any agreement associated therewith and in any dispute arising thereunder.

K. *Estoppel Certificate.*

From time to time, upon written request by either Tenant or Landlord (or its Lender), Landlord or Tenant, as applicable, shall provide within thirty (30) days thereafter: (i) a lien waiver from any party purporting to have a lien on the Premises, confirming, in the case of Tenant that it has no interest in the Property other than as set forth in this Lease and in the case of Landlord, no interest in the Solar System or Environmental Attributes, or (ii) an estoppel certificate certifying, to Landlord's or Tenant's respective knowledge as applicable, Landlord's or Tenant's compliance with the terms of this Lease or setting forth any known issues of noncompliance, and making such other representations, warranties, and accommodations reasonably requested by such Lender.

L. *Days.*

Except as otherwise expressly set forth in this Lease, whenever days are used in this Lease to set forth a time period, days means calendar days and not Business Days, as this term is hereinafter defined, but if the last day in the time period falls on a day that is not a Business Day, the expiration of the time period shall be extended to the next Business Day. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a notice, or payment, or performing a specified action.

M. *Incorporation of Preamble, Recitals and Exhibits.*

The Preamble and Recitals at the head of this Lease and the Exhibits attached to this Lease are incorporated into and made a part of this Lease by reference as if set forth at length in this Lease.

N. *Singular, Plural and Gender.*

In this Lease, as the context requires, words used in the singular form shall include the plural and words used in the plural shall include the singular; the masculine shall include the feminine and the neuter, the feminine shall include the masculine and the neuter, and the neuter shall include the masculine and the feminine.

O. *No Construction Against Draftsman.*

The rule of construction against the draftsman of an agreement shall not apply to this Lease. This Lease has been prepared by the Landlord and Tenant and their separate counsel. The Landlord and Tenant and their separate counsel believe that this Lease is the product of all of their efforts, that it expresses their agreements, and that it should not be interpreted in favor of or against either Landlord or Tenant merely because of their efforts in preparing it.

P. *Severability; Invalidity of Provision.*

If any provision of this Lease as applied to Landlord or Tenant or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, such adjudication shall in no way affect (to the maximum extent permissible by law) any other provision of this Lease, the application of the subject provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Lease as a whole. If possible without changing the intent or general tenor of this Lease, and if permitted by Applicable Law, the provision that is the subject of such adjudication shall be deemed to be modified to the minimum extent necessary to make the subject provision valid or enforceable.

Q. *Waiver of Jury Trial.*

The Landlord and Tenant hereby waive their rights to a trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other as to any matter arising out of or in connection with this Lease.

R. *Publicity.*

Landlord can, at its option, create or cause to be created a video of the design, approval and/or installation of the Solar System and of the Solar System in operation and distribute said video. Landlord shall be consulted regarding any press release regarding the installation of the Solar System at the Property and shall approve any references to the Landlord or the Property, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord agrees Tenant may include information in Tenant's marketing materials that identifies and describes the location, capacity and functionalities of the Solar System. Until the COD, neither Party shall issue a press release or other public announcement relating to the installation or operation of the Solar System without the other Party's written consent.

S. *UCC Financing Statements.*

Notwithstanding anything contained in this Lease to the contrary and without limiting Tenant's rights under Article VII hereof, if Tenant is financing the Solar System with a Financing Party, as contemplated by Article VII, for the purpose of purchasing, constructing, maintaining, operating or refinancing the Solar System ("Solar System Financing") and using the Solar System for collateral for said Solar System Financing, Tenant shall have the right to file Uniform Commercial Code financing statements against the Collateral, solely in connection with the Solar System Financing, in favor of any Financing Party.

T. *Exculpation.*

Notwithstanding anything to the contrary contained in this Agreement, whether express or implied, it is agreed that Tenant will look only to Landlord's interest in and to the Property for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of a breach or default under this Agreement by Landlord, and no other property or assets of Landlord or its directors, officers, shareholders, unit owners, members, managers, partners or other principals (disclosed or undisclosed) shall be subject to levy, execution or other enforcement procedures for the satisfaction of any such judgment (or other judicial process).

U. *No Joint Venture.*

Landlord and Tenant acknowledge and agree that the relationship between them is solely that of landlord and tenant and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor their employees, agents, or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

V. *Broker.*

Tenant and Landlord each represents to the other that it has not dealt with any broker, finder, site-selection representative or similar party in connection with this transaction. Tenant hereby indemnifies and holds Landlord harmless from any claim for brokerage commission or other compensation made by any party arising out of a breach of this representation by Tenant. Landlord hereby indemnifies and holds Tenant harmless from any claim for brokerage commission or other compensation made by any party arising out of a breach of this representation by Landlord. This provision shall survive the expiration or termination of this Agreement.

W. *Counterparts.*

This Site Lease may be executed in two or more counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and Tenant, Landlord and Escrow Agent consent to the admission in evidence of a facsimile or photocopy of this agreement in any court or arbitration proceedings between or among Tenant, Landlord and Escrow Agent.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF this Site Lease Agreement has been made and entered into as of the Effective Date.

TENANT:

12 APPLGATE SOLAR, LLC

By: SunRay Joint Venture Solar, LLC, its sole member

By: SunRay Power, LLC, its managing member

By: 
Name: David Khasidy
Title: Chief Executive Officer

LANDLORD:

MATRIX 7A LAND VENTURE I, LLC, a New Jersey limited liability company

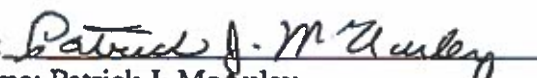
By: Matrix/PPF Industrial Fund II, LLC, its sole member

By: Matrix Industrial Partners, LLC, member

By: Taylor/Epstein Investment Fund LLC, its manager

By: _____
Name:
Title:

**ESCROW AGENT:
CONNELL FOLEY LLP**

By: 
Name: Patrick J. McAuley
Title: Partner

IN WITNESS WHEREOF this Site Lease Agreement has been made and entered into as of the Effective Date.

TENANT:

12 APPLGATE SOLAR, LLC

By: SunRay Joint Venture Solar, LLC, its sole member

By: SunRay Power, LLC, its managing member

By: _____

Name: David Khasidy

Title: Chief Executive Officer

LANDLORD:

MATRIX 7A LAND VENTURE I, LLC, a New Jersey limited liability company

By: Matrix/PPF Industrial Fund II, LLC, its sole member

By: Matrix Industrial Partners, LLC, member

By: Taylor/Epstein Investment Fund LLC, its manager

By: _____
Name: ~~DEWALD M. EPSTEIN~~
Title: ~~MANAGER~~

**ESCROW AGENT:
CONNELL FOLEY LLP**

By: _____

Name: Patrick J. McAuley

Title: Partner



September 6th, 2019

Attn: Office of Clean Energy
New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Re: Hosting Capacity Map

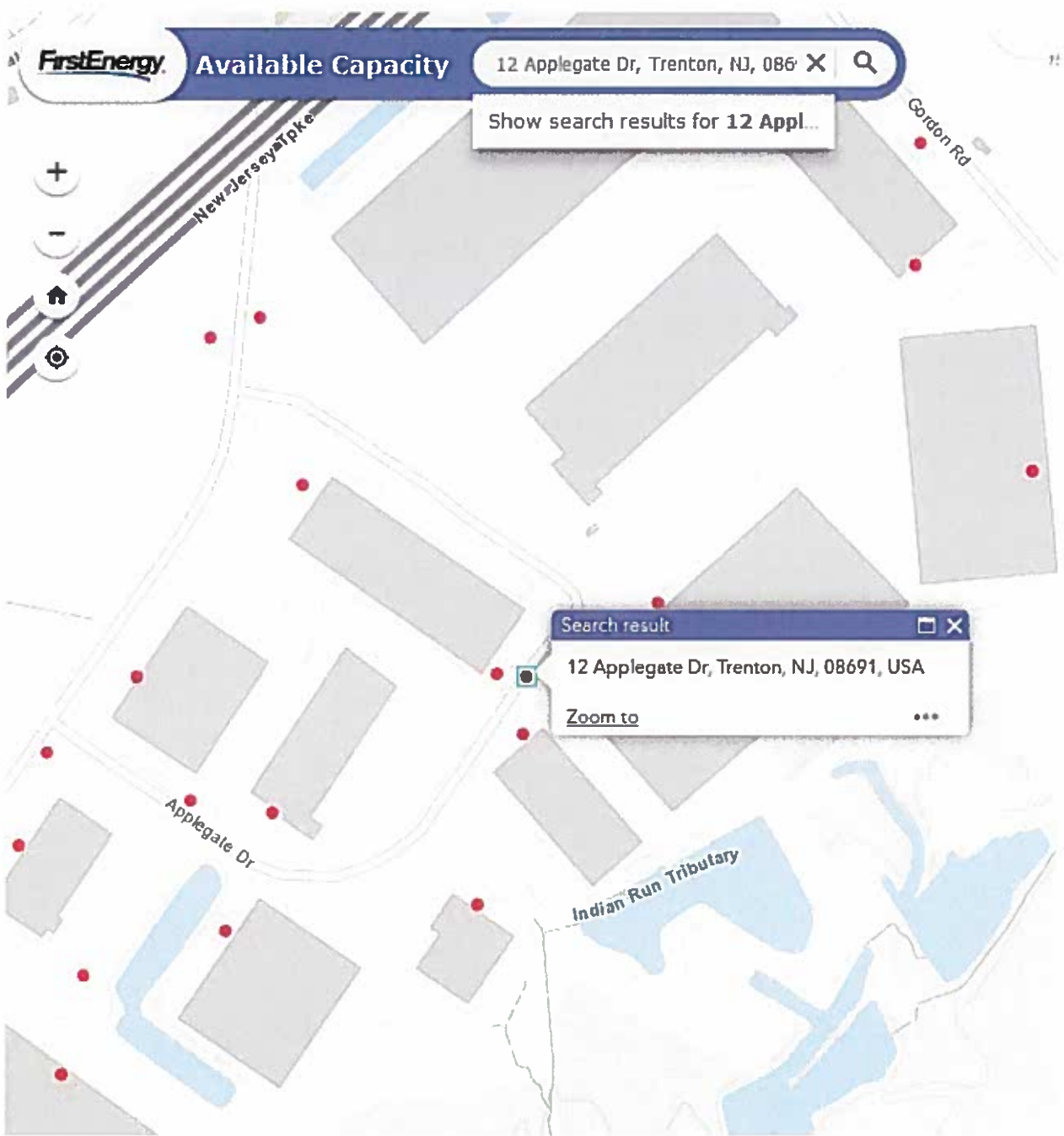
To Whom It May Concern:

The attached hosting capacity map indicates there may not be sufficient capacity currently available at 12 Applegate Dr to build the proposed 3,856 kW of solar PV. However, G&S Solar is willing to pay for the upgrades necessary to accommodate the proposed community solar project, as it has in the past on this site and those surrounding it.

We very much appreciate the opportunity to be considered for this exciting program.

Very truly yours,

David Katz
G&S Solar
211 East 43rd St, 25th Floor
New York, NY 10017





12 Applegate

XI: Project Cost

Net Installed Cost Substantiating Evidence

Project Size (kW)	3,856
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Category	Type	Cost /W	Total Cost
Hard	Panels	0.45	1,735,200
Hard	Racking	0.12	462,720
Hard	Inverter	0.12	462,720
Hard	Electric	0.4	1,542,400
Hard	Ballast Blocks	0.005	19,280
Hard	Data Acquisition System	0.02	77,120
Hard	Roofing	0.008	30,848
Hard	Wiring (Etc)	0.02	77,120
Hard	Equipment Rental	0.02	77,120
Hard	Switchgear	0.03	115,680
Hard	Install	0.1	385,600
Hard	Slip Sheets	0.035	134,960
Hard	General Conditions	0.15	578,400
Hard	Insurance	0.05	192,800
Soft	Engineering	0.015	57,840
Soft	Structural	0.003	11,568
Soft	Interconnection	0.05	192,800
Soft	Permits	0.004	15,424
Total (/W)		\$1.60	\$6,169,600

4 | INDICATIVE PRICING & TERMS

I. PRICING

Our indicative pricing is broken down into three phases:

- **Phase 1** will be the initiation of the subscriber acquisition campaign; G&S Solar will be billed monthly on a per subscribed Watt basis.
- **Phase 2** will be the implementation of the software platform and activation of portals; G&S Solar will be billed a one-time fee for each project upon initial fully acquired subscriber.
- **Phase 3** will be ongoing management and administration of your community solar portfolio; G&S Solar will be billed on an ongoing monthly basis.

Phase	Fee
1 Subscriber Acquisition	\$ / W
PowerMarket-generated Anchor Subscribers	\$0.045
PowerMarket-generated Mass-Market Subscribers	\$0.085
2 Implementation of Software Portal	\$ / W
Software Implementation Fee	\$0.005
3 Ongoing Program Management	\$ / W / Year
All Subscribers	\$0.01

Ongoing fees are adjusted at a 2% annual increase. PowerMarket will pass through fees including payment processing, bill mailing, and credit check fees.



12 Applegate

XI: Project Cost

Annual Operating Expenses Substantiating Evidence

Project Size (kW)	3,856
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Type	Cost /kWh	Total Cost
O&M	0.010	38,560
Insurance	0.008	28,920
Project Management	0.010	38,560
Ongoing Community Solar Management	0.010	38,560
Total (/W)	\$0.038	\$144,600

Simple Levelized Cost of Energy Calculator

Financial

Periods (Years): ?

Discount Rate (%): ?

Renewable Energy System Cost and Performance

Capital Cost (\$/kW): ?

Capacity Factor (%): ?

Fixed O&M Cost (\$/kW-yr): ?

Variable O&M Cost (\$/kWh): ?

Heat Rate (Btu/kWh): ?

Fuel Cost (\$/MMBtu): ?

Today's Utility Electricity Cost

Electricity Price (cents/kWh): ?

Cost Escalation Rate (%): ?



Results

Levelized Cost of Utility Electricity (cents/kWh): ?

Simple Levelized Cost of Renewable Energy (cents/kWh): ?

How are these numbers calculated? See documentation

Brookfield Properties

08/26/2019

David Katz
G&S Solar
211 East 43rd Street, 25th Floor
New York, New York 10017
dkatz@gssolar.com

Re: Jersey City Community Solar

Dear Mr. Katz,

In 2017, we completed a 421-unit apartment development in Jersey City, New Jersey which was required to reserve 20% of its units, 85 units, with affordable housing. We are currently constructing another 432-unit apartment development in Jersey City that is subject to similar affordability requirements, creating another 87 units.

With our past partnership in building community solar in Yonkers, New York we welcome a partnership with G&S in providing our units with affordable, discounted green energy from its community solar projects.

We look forward to working together,

Sincerely,

A handwritten signature in black ink, appearing to read 'Abe Naparstek', with a stylized flourish at the end.

Abe Naparstek
Brookfield Properties
Executive Vice President, Development

