

FEBRUARY 24, 2015

A REGULAR MEETING of the Board of Chosen Freeholders of the County of Somerset was held on the above date at 6:30 P.M.

The Pledge of Allegiance to the Flag was led by Director Caliguire.

Deputy Clerk Quick stated that the meeting was in compliance with the Open Public Meetings Act and that adequate notice was provided on January 6, 2015 as follows:

1. Mailed to the Star Ledger, the Home News, and the Courier News.
2. Posted on the Official County Bulletin Board.
3. Filed with the County Clerk.
4. Distributed to all persons requesting such information.

Roll Call -----

PRESENT: Levine, Scaglione, Walsh, Palmer, Scaglione, Caliguire

ABSENT:

ALSO PRESENT: County Administrator/Clerk M. Amorosa, County Counsel W. Cooper, P. McCall, K. Quick, T. Jenkins, S. Tomaro, Y. Childress, M. Frost, M. Loper, N. Trasente, T. Kenyon, A. Zamora, W. Lane

At this time, Director Caliguire issued the following Freeholder

Citations:

- Emergency Management Services Volunteers Length of Services
Martinsville Rescue Squad

Fred Moench
James Scott
Donald Elias
Howard Bixler
Jamie Edwards

Bradley Gardens

Robert J. Hanlon, II
Kevin Gross
Judith Hanlon

East Millstone

Pat Bacon
Steve Goodman
Rose Masiello
Gary Onka
Naomi Shimalla

Liberty Corner First Aid Squad

Charlotte Meiner Flohl
LouAnn Jones
James Hart

Basking Ridge First Aid Squad

Jane McArthur

At this time, Director Caliguire issued the following Proclamation:

NATIONAL AGRICULTURE DAY
MARCH 18, 2015

“Agriculture: Sustaining Future Generations”

WHEREAS, the Somerset County Board of Chosen Freeholders established the Somerset County Agriculture Development Board (SCADB) in 1983, and charged it with preserving farmland, mediating Right-to-Farm matters, and retaining, sustaining and advancing the industry of agriculture in Somerset County; and

WHEREAS, the Somerset County Board of Chosen Freeholders and the SCADB recognize the importance of agriculture in Somerset County, and feel strongly that this business contributes substantially to the County’s economy, promotes healthier lifestyles through locally-grown foods, and provides societal benefits through agritourism and land preservation; and

WHEREAS, the Agriculture Council of America, creators of National Agriculture Day, calls for the celebration of National Agriculture Day annually “to recognize and celebrate the abundance provided by agriculture” and because it is believed that every American should, understand how food and fibers are produced, appreciate the role of agriculture plays in providing safe, abundant and affordable products and value the essential role of agriculture in maintaining a strong economy; and

WHEREAS, through its efforts in planning, preservation, education, and marketing, the SCADB has advanced these ideals and feels that it is very important for the residents of Somerset County to learn more about agriculture, food production and availability, and agricultural career options; and

WHEREAS, the SCADB has planned to host display space at various branches of the Somerset County Library System for the entire month of March 2015, with the intention of demonstrating the abundance of agriculture and farmland in Somerset County, as well as the many economic and tourism benefits associated with this industry; and

WHEREAS, the SCADB will celebrate National Agriculture Day throughout the month of March 2015 by hosting various educational events for the public, in partnership with the Somerset County Board of Chosen Freeholders, Somerset County Board of Agriculture, the Somerset County Library System, the Cultural and Heritage Division of Somerset County, Somerset County municipalities, and Rutgers Cooperative Extension of Somerset County.

NOW, THEREFORE, BE IT RESOLVED that Board of Chosen Freeholders of the County of Somerset do hereby recognize March 18, 2015 as National Agriculture Day in the County of Somerset and urge all citizens to carry out the activities and spirit of National Agriculture Day throughout the year.

Mark Kirby, Chairman, Somerset County Agriculture Development Board, accepted the proclamation and thanked the Board.

PUBLIC PORTION

At this time Director Caliguire opened the meeting to the public and asked if there was anyone present who wished to be heard.

There being no one present who wished to be heard, Director Caliguire declared the public portion closed.

CONSENT AGENDA

ALL MATTERS LISTED HEREUNDER ARE CONSIDERED TO BE ROUTINE IN NATURE AND WILL BE ENACTED UPON IN ONE MOTION. ANY PERSON MAY REQUEST THAT AN ITEM BE REMOVED FOR SEPARATE CONSIDERATION.

APPROVAL OF MINUTES:

- February 10, 2015 work session at 4:30pm for February 24, 2015 meeting at 6:30pm
- February 10, 2015 regular meeting at 6:30 pm

APPROVAL OF PERSONNEL LETTER: #24

The following Personnel changes are for the period: 02/15/15 to 02/28/15:

DEPARTMENT	NAME	POSITION	GRADE	SALARY	EFFECTIVE DATE
REPLACEMENTS					
Finance	Kelly Ann Bender	Assistant to the Director of Finance & Administration	14-A/	\$60,000	02/17
Office on Aging & Disability Services	Lisa Troulis	Case Manager I	13-C/	\$45,500	02/17
Office on Aging & Disability Services	Donna L. Yee	Case Manager I	13-C/	\$45,500	02/17
Transportation	Khalilah Smith	Transportation Passenger Scheduler	08-A/	\$32,500	02/17
CHANGES					
Mental Health Center	Linda Flint	DRIOS Associate to Substance Abuse Counselor	11-B/ to 13-B/	\$38,213 to \$50,382	02/23
SEPARATIONS					
Engineering	Joseph Fishinger	Principal Engineer I		\$86,139	02/27
Mental Health Center	Dayna Ceruzzi	Substance Abuse Counselor		\$43,205	02/20
Mental Health Center	Kerry Pearson-Sanders	Licensed Mental Health Practitioner		\$51,069	02/25
Transportation	Barbara Valentino	Administrative Assistant II		\$33,945	02/24

FOR YOUR INFORMATION:

PROSECUTOR'S OFFICE:

The Prosecutor has taken the following action:

REPLACEMENTS

Prosecutor	Samantha Jones	Secretary	NC/	\$31,500	02/09
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These changes have been approved in the 2015 Temporary Departmental Budget

Communications received, Resolution R14-819 Agreements between Somerset County and Municipalities for Recycling Plan

- Hillsborough Township**
- Manville Borough**

Communication, New Jersey Agricultural Experiment Station endorses the Somerset County Mosquito Control Program recently submitted to New Jersey Agricultural Experiment Station (NJAES), was received.

Letters of Appreciation

Communication, James Murphy, son of Mildred Murphy, thanking Betsy Haluszczak, Veterans Services for guidance and dutiful and skillful assistance in getting her CHAMPVA application approved, was received.

RESOLUTION NUMBERS 15-114 TO 15-117 WILL REMAIN UNUSED

R15-118

**RESOLUTION APPROVING PLANS AND AUTHORIZING RECEIPT OF BIDS
FOR JOINT SALT DOME AT THE BERNARDS TOWNSHIP DPW COMPLEX
BERNARDS TOWNSHIP, NEW JERSEY
CONTRACT NO. 15003**

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Somerset, State of New Jersey, that a certain set of drawings entitled "Joint Salt Dome at the Bernards Township DPW Complex, Bernards Township, New Jersey, Contract No. 15003" be and the same is hereby approved; and

BE IT FURTHER RESOLVED that the County Purchasing Agent shall advertise and receive bids for "Joint Salt Dome at the Bernards Township DPW Complex, Bernards Township, New Jersey, Contract No. 15003."

R15-119

**RESOLUTION AUTHORIZING AGREEMENT TO PROVIDE ENGINEERING AND
RELATED SERVICES TO THE BOROUGH OF PEAPACK & GLADSTONE,
COUNTY OF SOMERSET, NEW JERSEY**

WHEREAS, the Borough of Peapack & Gladstone is desirous of contracting engineering and related services; and

WHEREAS, the County of Somerset is desirous of providing those services to the Borough of Peapack & Gladstone in accordance with the terms of an agreement, copy of which is on file with the Deputy Clerk of the Board; and

WHEREAS, the Shared Services Act (N.J.S.A. 40A:65-1 et seq) authorizes and empowers the County of Somerset and the Borough of Peapack & Gladstone to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Somerset does hereby authorize the Director and Deputy Clerk of the Board to execute agreement, as prepared by County Counsel and on file with the Deputy Clerk of the Board to provide the services to the Borough of Peapack & Gladstone as described in said agreement.

RESOLUTION AUTHORIZING AGREEMENT TO PROVIDE
ENGINEERING AND RELATED SERVICES TO THE BOROUGH
OF SOMERVILLE, COUNTY OF SOMERSET, NEW JERSEY

WHEREAS, the Borough of Somerville is desirous of contracting engineering and related services; and

WHEREAS, the County of Somerset is desirous of providing those services to the Borough of Somerville in accordance with the terms of an agreement, copy of which is on file with the Deputy Clerk of the Board; and

WHEREAS, the Shared Services Act (NJSA 40A:65-1 et seq) authorizes and empowers the County of Somerset and the Borough of Somerville to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Somerset does hereby authorize the Director and Deputy Clerk of the Board to execute agreement, as prepared by County Counsel and on file with the Deputy Clerk of the Board to provide the services to the Borough of Somerville as described in said agreement.

UPON MOTION BY MRS. WALSH SECONDED BY MR. SCAGLIONE THE CONSENT AGENDA WAS ADOPTED BY VOICE VOTE.

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT FOR YEAR
THREE OF A THREE YEAR COMPETITIVE CONTRACT FOR HEALTH CARE
PROVIDERS TO FURNISH SERVICES FOR OPTION
A - CHILD HEALTH CLINIC PHYSICIAN & OPTION B – PUBLIC HEALTH NURSING
- CONTRACT #: CY-COM-0019-13

WHEREAS, the Chief Financial Officer has certified in writing the availability of funds for the purposes set forth in this resolution such certification on file with the Deputy Clerk of the Board and such funds are provided for in the duly adopted budget of the County of Somerset, line item 01-0201-27-699-940 in the estimated amounts as follows (to be reimbursed by municipalities Municipal Public Health Service Agreements between the County and Municipalities)

Physician Services		
Municipality	Service Type	Estimated Amount
Franklin Township	Child Health Conference clinics	\$18,000.00
North Plainfield	Child Health Conference clinics	\$3,120.00
Manville, Raritan and Somerville	Child Health Conference clinics	\$2,600.00
		<u>\$23,720.00</u>

Nursing Services		
Municipality	Service Type	Estimated Amount
Franklin Township	Nursing Services	\$23,750.00
North Plainfield and Rocky Hill	Nursing Services	\$5,100.00
Manville, Raritan and Somerville	Child Health Conference Clinics	\$4,750.00
Combined Municipality Cost	Additional Nursing Services as needed	\$13,360.00
	Total Public Health Nursing	\$46,960.00

Additional details on file in the Purchasing Department

WHEREAS, the County of Somerset Purchasing Department did advertise for said services in the Courier News and the County Website, www.co.somerset.nj.us on February 19, 2013; and

WHEREAS, The Somerset County Health Office as Lead Health Agency for the following municipalities of Franklin Township, Manville Borough, North Plainfield Borough, Raritan Borough, Rocky Hill Borough and Somerville Borough solicited proposals for a Child Health Clinic Physician and Public Health Nursing services to address selected public health needs of residents in accordance with the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in New Jersey (revised) as set forth at N.J.A.C. Title 8 Chapter 51 to provide a New Jersey Licensed Physician to deliver services for the municipalities in various clinic locations within Somerset County and Public Health Nursing services for Pre-school, Elementary/Secondary School Audits, Child Health Conferences,, Audits of School Immunization Records, Adult and Pediatric Immunizations and additional nursing services as needed; and,

WHEREAS, two (2) sealed proposals were received and read for Health Care Providers to Furnish Services for Option A - Child Health Clinic Physician and Option B – Public Health Nursing – Contract #: CY-COM-0019-13 on March 13, 2013 at 2:30 PM prevailing time; and,

WHEREAS, the Evaluation Team included representatives from the Somerset County Health Office and recommends that the proposal as submitted by Visiting Nurse First Care d/b/a Community Home Care, 110 West End Avenue, Somerville, New Jersey 08876 meets the necessary requirements of the County specifications.

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board of Chosen are hereby authorized to award a third year of three year contract to execute the proper contract approved as to form and content by County Counsel; and

1. That the engagement of the above named have been in conformance with a Competitive Contract process, Local Public Contract Law, N.J.S.A. 40A:11-4.1 et seq.
2. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 AND FINAL PAYMENT
 FOR RESURFACING OF VARIOUS ROADS, VARIOUS LOCATIONS
 SOMERSET COUNTY, CONTRACT NO. 13017
 RESOLUTION NO. R13-526, AUGUST 13, 2013

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file in the Office of the Deputy Clerk of the Board, and such funds are to be provided for in the duly adopted budget of the County of Somerset, Line Item (04-215-131-10-454-812) (County Capital Funds) \$-494,711.37.

WHEREAS, Della Pello Paving Company Incorporated, 40 Milltown Road, Union, NJ 07083 has completed a project entitled “Resurfacing of Various Roads, Various Locations, Somerset County, Contract No. 13017”; and

WHEREAS, the Office of the County Engineer has determined that a change to the bid item(s) in the contract specifications is necessary for the project’s completion; and

WHEREAS, said change is in conformance to the contract plans and specifications; and

WHEREAS, said change is quantified by Final Change Order #1; and

WHEREAS, the Office of the County Engineer has reviewed Final Change Order #1; and

WHEREAS, the County Engineer has approved Final Change Order #1 and finds it necessary; and

WHEREAS, representatives of the Office of the County Engineer have inspected said project and found the same to be completed in accordance with the contract plans and specifications and the contractor having submitted the documents required for final payment which were approved by County Counsel; and

WHEREAS, the amount of Final Change Order #1 does not exceed 20% of the original contract amount.

<u>Item No.</u>	<u>Description</u>	<u>Quant.</u>	<u>Cost</u>	<u>Total</u>
005	Breakway Barricades	-10.00	1.00	-10.00
006	Construction Signs	-100.00	3.00	-300.00
007	Temporary Traffic Stripes, 4”	159,742.00	0.46	73,481.32
009	Drums	-25.00	1.00	-25.00
010	Traffic Police	0.34	225,000.00	76,500.00
013	Temporary Pavement	-4,000.00	0.55	-2,200.00
014	Asphalt Price Adjustment	-1.73	100,000.00	-173,100.00
015	Fuel Price Adjustment	-1.51	50,000.00	-75,500.00
016	Excavation Test Pit	-10.00	100.00	-1,000.00
017	Excavation Unclassified	-842.00	1.00	-842.00
018	Grading	-100.00	1.00	-100.00
019	DGABC 6”	-500.00	5.00	-2,500.00
020	HMA Milling More Than 3”-6”	2,554.00	9.65	24,646.10
021	HMA Milling 3” or Less	-5,288.00	1.45	-7,667.60
022	¾ Clean Stone 4” Thick	-200.00	15.00	-3,000.00
023	HMA 19M64 Base Course	491.71	95.60	47,007.48
024	HMA 9.5 M64 Surface Course	-3,212.32	69.77	-224,123.57
025	HMA Patch	-100.00	10.00	-1,000.00
026	Underdrain Type F	-100.00	1.00	-100.00
027	Inlet Type E	-5.00	800.00	-4,000.00
028	Inlet Type A	-5.00	700.00	-3,500.00
029	Inlet type B	-5.00	800.00	-4,000.00
030	Curb Piece	-143.00	285.00	-40,755.00

031	Reconstruct Inlet	-2.00	650.00	-1,300.00
032	Set Manhole Casting	-6.00	600.00	-3,600.00
033	Safety Bar Type ECO	44.00	250.00	11,000.00
034	Reset Existing Casting	-125.00	100.00	-12,500.00
035	Bicycle Safe Grates	-21.00	280.00	-5,880.00
036	Repair Inlet	-25.00	200.00	-5,000.00
037	Concrete Curb & Gutter	20.00	45.40	908.00
038	Concrete Curb & Gutter Removal	20.00	3.25	65.00
039	9 x 20 Concrete Vertical Curb	-972.00	18.10	-17,593.20
040	Granite Curb	-1,101.00	18.10	-19,928.10
041	Concrete Curb Removal	-972.00	2.20	-2,138.40
042	Concrete Sidewalk 4"	-271.30	60.50	-16,413.65
043	Concrete Sidewalk Removal	-271.30	3.25	-881.72
044	Concrete Driveway, Reinf. 6"	-98.60	65.00	-6,409.00
045	Concrete Driveway	-98.60	3.25	-320.45
046	Detactable Warning Surfaces	-95.50	195.00	-18,622.50
047	Traffic Stripes Thermo 4"	-26,185.00	0.67	-17,543.95
048	Traffic Stripes, Thermo 6"	-63,176.00	0.91	-57,490.16
049	Traffic Stripes, Thermo 8"	2,669.00	0.98	2,615.62
050	Traffic Stripes, Thermo 24"	3,658.00	2.75	10,059.50
051	Traffic Marking Thermo	-10.00	190.00	-1,900.00
052	Traffic Marking Thermo Arrow	13.00	90.00	1,170.00
053	Traffic Marking Thermo	4.00	94.00	376.00
054	RPM Directionals Amber	131.0	29.20	3,825.20
055	Top Soil, 4" Thick	-4,043.00	0.01	-40.43
056	Fertilizing & Seeding Type D	-4,043.00	0.01	-40.43
057	Straw Mulching	-4,043.00	0.01	-40.43
058	Loop Detector Cable	-1,000.00	15.00	-15,000.00

Total Change Order #1 (Final)

\$-494,711.37

WHEREAS, the Office of the County Engineer has computed the final project cost to be \$4,421,297.10 which is a 10.1% decrease in the original contract amount of \$4,916,008.47.

The final amount being outlined as follows:

Original Contract	\$4,916,008.47
Change Order #1	<u>-494,711.37</u>
Adjusted Contract Amount	\$4,421,297.10

Or

Original Contract	\$4,916,008.47
Supplemental	0.00
Extra	251,654.22
Reduction	<u>-746,365.59</u>
Adjusted Contract Amount	\$4,421,297.10

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders that the aforesaid project and Change Order reflecting the final project costs are hereby approved and the project accepted by the County of Somerset; and

BE IT FURTHER RESOLVED that by the Board of Chosen Freeholders that the Financial Director is hereby authorized to issue a Change Order making the final project costs as listed above and is authorized to release final payment.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

**MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION
AND MOVED ITS ADOPTION:**

R15-123

RESOLUTION AUTHORIZING CHANGE ORDER #13 FOR INTERCHANGE AT
U.S. ROUTE 22 & CHIMNEY ROCK ROAD, PAVING, GRADING AND STRUCTURES,
BRIDGEWATER TOWNSHIP CONTRACT NO. 10007
RESOLUTION NO. R12-051; 1/24/12

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file in the Office of the Deputy Clerk of the Board, and such funds are to be provided for in the duly adopted budget of the County of Somerset, Line Item (02-213-09-523-454-940)(Federal Funds) \$410,654.93; and

WHEREAS, Anselmi & DeCicco Incorporated has been awarded a project entitled "Interchange at U.S. Route 22 & Chimney Rock Road, Paving, Grading and Structures, Bridgewater Township, Contract No. 10007"; and

WHEREAS, this Change Order 13 is being written to extend contract times as specified in Special Provisions Section 108.10 due to extenuating circumstances and numerous issues and change the contract amount ; and

WHEREAS, the completion dates will be extended by 55 calendar days and a summary of completion dates are as follows:

Original Completion Date:	5/23/2014
Adjustment This Change Order:	55 Calendar Days
Previous Adjustments:	336 Calendar Days
Adjusted Completion Date:	6/18/2015

WHEREAS, the Office of the County Engineer has determined that a change to the bid item(s) in the contract specifications is necessary for the project; and

WHEREAS, said change is in conformance to the contract plans and specifications; and

WHEREAS, said change is quantified by Change Order #13; and

WHEREAS, the Office of the County Engineer has reviewed Change Order #13 and finds it necessary; and

WHEREAS, the amount of Change Orders #1-13 does not exceed 20% of the original contract amount.

<u>Item No.</u>	<u>Description</u>	<u>Quant.</u>	<u>Cost</u>	<u>Total</u>
036	Construction Signs	100.00	\$ 10.00	\$ 1,000.00
062	Excavation, Test Pit	50.00	250.00	12,500.00
231	Foundation, Type STF	1.0	13,000.00	13,000.00
310	6" Dense-Graded Agg. Pipe Bedding & 12" Cover	100.00	30.00	3,000.00
311	Installation of 6" Water Main	60.00	90.00	5,400.00
312	Installation of 8" Water Main	200.00	110.00	22,000.00
315	Interconnection w/ Existing Main	1.00	3,000.00	3,000.00
380	Concrete Bridge Approach	60.00	550.00	33,000.00
909	Hauling & Spreading at E&B	33,621.00	8.22	276,364.62
923	Repair of Concrete Deck,	250.00	67.82	16,955.00
927	Water Main Instulation @ BR. No. 4	1.00	38,697.37	38,697.37
928	Credit – Concrete Stain	1.00	(33,531.00)	(33,531.00)
929	UPS Battery Backup System	3.00	6,422.98	19,268.94
Total Change Order #13				\$410,654.93

Original Contract	\$56,733,699.55
Change Order #1	14,520.00
Change Order #2	2,124,650.10
Change Order #3	33,422.63
Change Order #4	0.00
Change Order #5	1,754.45
Change Order #6	628,468.79
Change Order #7	493,780.00
Change Order #8	76,252.00
Change Order #9	160,460.23
Change Order #10	745,822.07
Change Order #11	245,510.00
Change Order #12	236,995.40
Change Order #13	410,654.93
Adjusted Contract Amount	\$61,905,990.15

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders that the aforesaid Change Order reflecting the increased project costs and increased project time is hereby approved and accepted by the County of Somerset; and

BE IT FURTHER RESOLVED that by the Board of Chosen Freeholders that the Financial Director is hereby authorized to issue a change Order increasing the costs as listed above.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-124

RESOLUTION NEW, ENERGY STAR RATED VENDING MACHINES FOR VARIOUS LOCATIONS CONTRACT #CC-0009-15 FIRST YEAR OF A THREE YEAR CONTRACT

WHEREAS, sealed proposals were received, opened and read in public on Tuesday, February 3, 2015 at 3:30 P.M. prevailing time for New, Energy Star Rated Vending Machines for Various Locations, Contract #CC-0009-15; and

WHEREAS, one (1) bidders submitted proposals; and

WHEREAS, the bids were reviewed by the Purchasing Agent and it was determined that the bid as submitted by Universal Vending Management, LLC, 425 North Avenue East, PO Box 130, Westfield, NJ 07091 meets the requirements of the County specifications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bid as submitted by Universal Vending Management be and is hereby accepted based on the highest percentage of the gross revenue minus sales tax:

Universal Vending Management, LLC 425 North Avenue East, PO Box 130 Westfield, NJ 07091 908-233-4373 Fax: 908-233-4898
<u>NEW ENERGY STAR RATED VENDING MACHINES</u> Monthly minimum percentage of gross revenue minus sales tax:
Year 1 – 32.6%
Year 2 – 32.6%
Year 3 -32.6%

WHEREAS, no certification of funds is required as this contract is revenue producing.

NOW BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are authorized to execute the proper contract.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-125

RESOLUTION AUTHORIZING STATE CONTRACT PURCHASE THROUGH JOINT VENTURE AGREEMENT BETWEEN AVIDXCHANGE, INC AND ENERGYSOLVE, LLC TO PROVIDE ENERGY TRACKING AND BILLING MANAGEMENT SERVICES TO COUNTY OF SOMERSET

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (01-201-26-011-165-700) in an amount not to exceed \$19,000.00; and

WHEREAS, the Somerset County Director of Public Works wishes to enter into an agreement for Consulting Services: energy tracking and billing management systems from an authorized vendor under the State of New Jersey Cooperative Purchasing Program 1-NJCP; and

WHEREAS, the purchase of goods and services by local contracting units it authorized by Local Public Contracts Law N.J.S.A. 40:11-12; and

WHEREAS, Energysolve, LLC, One Executive Drive, Somerset, NJ 08873 and AvidXchange, Inc., 1111 Metropolitan Avenue, Suite 650, Charlotte, NC 28204 have been awarded New Jersey State Contract No. T-2605 as an authorized dealer for Consulting Services: energy tracking and billing management systems; and

WHEREAS, the Director of Public Works recommends the utilizations of this Contract on the grounds that it represents the best price available through the State Contract for consulting Services, energy tracking and billing management systems as listed on file with the Deputy Clerk of the Board.

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders of the County of Somerset, that the County shall enter into a joint venture agreement with AvidXchange, Inc., and Energysolve, LLC, to award a contract for consulting services: energy tracking and billing management systems, and that the County is hereby authorized to execute the joint venture Agreement/contract, a copy of which agreement is on file with the Deputy Clerk of the Board of Chosen Freeholders, and the Secretary is authorized to execute any and all documents necessary to effectuate and complete the project.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-126

**RESOLUTION COUNTYWIDE TREE REMOVAL & TRIMMING,
CONTRACT #CC-0081-15
CO-OPERATIVE PRICING BID #2-SOCCP
FIRST YEAR OF A TWO YEAR CONTRACT**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board and made a part hereof, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (03-297-56-000-451-580) not to exceed \$20,000.00; and

WHEREAS, sealed proposals were received, opened and read in public on Thursday, January 29, 2015 at 2:30 P.M. prevailing time for Countywide Tree Removal & Trimming, Contract # CC-0081-13, Co-operative Pricing Bid #2-SOCCP; and

WHEREAS, seven (7) bidders submitted proposals; and

WHEREAS, the bids have been reviewed by the Supervisor of Road and Bridge Division and it was determined that the lowest overall bid as submitted by Rich's Tree Service, of 325 Bergen St, South Plainfield, NJ 07080 meets all the necessary requirements of the County specifications.

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders of the County of Somerset that the bid as submitted by the following is hereby accepted:

Rich's Tree Service
325 Bergen St, South Plainfield, NJ 07080
Phone: 908-755-6008 Fax: 908-668-5308

PRICE LIST COUNTY-WIDE TREE REMOVAL AND TRIMMING ALL PRICES WILL INCLUDE PROMPT REMOVAL, TRIMING, AND DISPOSAL		
Item #1	Tree Trimming Hourly rate with required crew as per 5.2. (Regular Time)	\$ 145.00
Item #2	Tree Trimming Hourly rate with required crew as per 5.2. (Overtime)	\$ 150.00
Item #3	Tree Removal Hourly rate with required crew as per 5.3. (Regular Time)	\$ 175.00
Item #4	Tree Removal Hourly rate with required crew as per 5.3. (Overtime)	\$ 180.00
Item #5	Stump Grinding - Cost per inch of tree diameter in the longest direction with required crew as per 5.4. (Regular Time) Minimum Depth of 6"	\$ 10.00
Item #6	Stump Grinding - Cost per inch of tree diameter in the longest direction with required crew as per 5.4. (Overtime) Minimum Depth of 6"	\$ 12.00
Item #7	Crane Rental Hourly rate with required crew as per 5.5. (Regular Time)	\$ 188.00
Item #8	Crane Rental Hourly rate with required crew as per 5.5. (Overtime)	\$ 188.00
Item #9	Daily Rate (hourly) for 80' minimum reach bucket truck with operator as per 5.6. (Regular Time)	\$ 75.00
Item #10	Daily Rate (hourly) for 80' minimum reach bucket truck with operator as per 5.6. (Overtime)	\$ 150.00
Item #11	Daily Rate (hourly) for full crew with no traffic observers as per 5.7. (Regular Time)	\$ 150.00
Item #12	Daily Rate (hourly) for full crew with no traffic observers as per 5.7. (Overtime)	\$ 200.00

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-127

RESOLUTION AMENDMENT TO R15-030 SNOW REMOVAL FROM COUNTY ROADS
IN SOUTHEAST SECTION OF FRANKLIN TOWNSHIP, SECTIONS
OF SOUTH BOUND BROOK BOROUGH, BRANCBURG TOWNSHIP, BRIDGEWATER
TOWNSHIP AND BEDMINSTER TOWNSHIP, CONTRACT #CC-0050-14,
SECOND YEAR OF A TWO YEAR CONTRACT

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (03-297-56-000-451-280) not to exceed \$50,000.00; and

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of additional funds for the purposes set forth in this Resolution such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (03-297-56-000-451-280) not to exceed \$250,000.00 due to additional inclement weather; and

WHEREAS, sealed proposals were originally received, opened and read in public on Friday, December 27, 2013 at 1:30 P.M. prevailing time for Snow Removal from County Roads in Southeast Section of Franklin Township, Sections of South Bound Brook Borough, Branchburg Township, Bridgewater Township and Bedminster Township, Contract #CC-0050-14; and

WHEREAS, three (3) bidders submitted proposals; and

WHEREAS, the bids as submitted by TR Weniger Inc, 1900 New Brunswick Ave, Piscataway, NJ 08854, Greenscape Landscape Contractors, 119 S Easton Road, Ste 105, Glenside, PA 19038 and DeSantis Construction Inc, 491 Elizabeth Avenue, Somerset, NJ 08873 has met the requirements of the County Specifications during year one.

PRIMARY:	TR Weniger
SECONDARY:	Greenscape Landscape Contractors
SECONDARY:	DeSantis Construction Corp

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids as submitted by the above named vendors be and are hereby accepted for the services as listed on the Schedule of Prices on file with the Deputy Clerk of the Board for Second Year of a Two Year Contract.

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-128

**RESOLUTION AWARDED CONTRACT BALING WIRE
FOR RECYCLING PROGRAM - 6 MONTH CONTRACT #CC-0053-15
SIX MONTH CONTRACT**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (03-300-56-000-700-580) not to exceed \$35,000.00; and

WHEREAS, sealed proposals were received, opened and read in public on Thursday, January 22, 2015 at 2:30 P.M. prevailing time for Baling Wire for Recycling Program, Contract #CC-0053-15; and

WHEREAS, three (3) bidders submitted a proposal; and

WHEREAS, the bids were reviewed by the Superintendent of the Recycling Division and it was determined that the low bid as submitted by Accent Wire meets the necessary requirements of the County specifications.

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders of the County of Somerset that the bid as submitted by Accent Wire be accepted for:

Baling Wire for Recycling Program, Contract #CC-0053-15
6 Month Contract

Accent Wire
10131 FM 2920
Tomball, TX 77375
P: 281-255-0711 F: 281-255-0712

ITEM A	
Wire Cost per Pound x 1600 (lbs)	.5350 per pound
Delivery Cost per Coil	included
TOTAL UNIT COST	\$856.00

BE IT FURTHER RESOLVED that by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-129

**RESOLUTION AUTHORIZING CHANGE ORDER #1, R14-370
STATE CONTRACT PURCHASE
RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES**

WHEREAS, the Chief Financial Officer has certified in writing the availability of funds for the purposes set forth in this resolution such certification on file in the Office of the Deputy Clerk of the Board and such funds are provided for in the duly adopted budget of the County of Somerset, line item (04-215-130-40-385-54) \$8,815.20; and

WHEREAS, Motorola Solutions, 5 Paragon Drive, Montvale, New Jersey 07645 has been awarded a contract R14-370, June 24, 2014 for Radio Communication Equipment and Accessories, New Jersey State Contract No. A83909; and

WHEREAS, the County of Somerset Department of Public Health & Safety wishes to purchase various additional equipment from a vendor under the State of New Jersey Co-operative Purchasing Program 1-NJCP; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by Local Public Contracts Law N.J.S. 40:11-12; and

WHEREAS, the amount of Change Order #1 does not exceed 20% of the original contracted amount.

Original Purchase: \$656,660.00

Change Order # 1 : Purchase of two (2) APX7500 remote addition conversion kits and an antenna to provide continuous service to Bernard's Police Officers

Total Increase Change Order #1: \$8,815.20

New Contract total: \$665,475.20

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the aforesaid change order reflecting the change be hereby approved and accepted by the County of Somerset.

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Financial Director is hereby authorized to issue change order as listed above and that the Purchasing Agent is hereby authorized to issue Purchase Orders.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-130

**RESOLUTION AUTHORIZING STATE CONTRACT PURCHASE
FOR (1) 2015 JEEP PATRIOT 4WD SPORT VEHICLE**

WHEREAS, the Chief Financial Officer has certified in writing the availability of funds for the purposes set forth in this resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (01-203-27-012-616-940) \$19,571.55; and

WHEREAS, the County of Somerset Richard Hall Community Mental Health wishes to purchase (1) 2015 Jeep Patriot 4WD Sport Vehicle with accessories from an authorized vendor under the State of New Jersey Co-operative Purchasing Program 1-NJCP; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law N.J.S. 40:11-12; and

WHEREAS, Hertrich Fleet Services, 1427 Bay Road, Milford, DE 19963 has been awarded New Jersey State Contract No. A83011 as an authorized dealer for Vehicles, Sport Utility (SUV).

WHEREAS, the Supervisor of Vehicle and Equipment Maintenance recommends the utilization of this Contract on the grounds it represents the best price available through the State Contract for

WHEREAS, the actual cost (1) 2015 Jeep Patriot 4WD with Options is:

Base price	\$17,093.00
Options:	
Power value group	\$ 1,610.25
MOPAR interior appearance group	\$ 422.75
MOPAR trailer tow group	\$ 445.55
Total not to exceed of	\$19,571.55

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders of the County of Somerset that Hertrich Fleet Services be awarded a contract for (1) 2015 Jeep Patriot 4WD Sport Vehicle; and

BE IT FURTHER RESOLVED that by the Board of Chosen Freeholders of the County of Somerset that the Purchasing Agent is hereby authorized to issue a Purchase Order.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-131

RESOLUTION AUTHORIZING SUBCONTRACT WITH THE
JOHN J. HELDRICH CENTER
FOR WORKFORCE DEVELOPMENT THE FIFTH YEAR OF A FIVE YEAR CONTRACT
FOR THE "EMPLOYMENT WORKS!" PROGRAM FOR
THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION
(SAMHSA) GRANT AND SOMERSET COUNTY (RICHARD HALL CMHC)
PERIOD OF SEPTEMBER 30, 2014 TO SEPTEMBER 29, 2015
FUNDING ACCEPTED THROUGH R11-562 ON SEPTEMBER 27, 2011

WHEREAS, The County of Somerset (Richard Hall CMHC) has previously received Formal Notices from the U.S. Department of Health and Human Services (Substance Abuse and Mental Health Services Administration will receive funding to serve the residents of Somerset County the period of September 30, 2014 to September 29, 2015 which was initially adopted through Resolution R11-562 on September 27, 2011; and

WHEREAS, the County of Somerset (Richard Hall CMHC) became the fiscal agent for the Mental Health Transformation Grant (Employment Works); and

WHEREAS, the initial federal (SAMHSA) grant established vendors for this grant, The John J. Heldrich Center for Workforce Development, being one such vendor; and

WHEREAS, The John J. Heldrich Center for Workforce Development will work with RHCMHC and design and implement both quantitative/ outcome evaluations and qualitative/process evaluations necessary to support SAMHSA funded grant; and

WHEREAS, The John J. Heldrich Center for Workforce Development will receive \$45,000.00 for the design and implementation of both quantitative/ outcome evaluations and qualitative/process evaluations, covering the period of September 30, 2014 to September 29, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to execute the necessary contract documents with The John J. Heldrich Center for Workforce Development and Somerset County (Richard Hall CMHC).

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-132

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH CEDAR HILL ASSOCIATES FOR PREMISES LOCATED AT 1355 PRINCE RODGERS AVENUE, BRIDGEWATER TOWNSHIP, NEW JERSEY

WHEREAS, the Partial Care Program of Richard Hall Community Mental Health Center currently operates a Thrift Store at the Center as a therapeutic activity for its client population; and

WHEREAS, the Mental Health consumers together with professional staff receive donations including clothing, collectibles and household items which are organized, ticketed and sold at minimal prices; and

WHEREAS, proceeds from the sales are then utilized by the client community of partial care for various recreational and cultural out trips which encourage social integration; and

WHEREAS, the Cedar Hill Associates/ Bridgewater Shops mini-mall located on Prince Rogers Avenue continues to offer a rent-free store for Partial Care Program to operate their current thrift shop program; and

WHEREAS, the Partial Care Program will only be responsible for utilities which will be paid by the revenue produced by the Thrift Store.

NOW, THEREFORE, BE IT RESOLVED by the Somerset County Board of Chosen Freeholders that the Director and Deputy Clerk of the Board of Chosen Freeholders of Somerset County be authorized to renew the Lease Agreement with Cedar Hill Associates for a three-year term commencing on April 1, 2015 through March 31, 2018 for the purpose of operating the Thrift Store Program run by the Partial Care Program of Richard Hall Community Mental Health Center, which Lease has been approved as to form and content by County Counsel, a copy of which is on file with the Deputy Clerk of the board.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-133

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN CHILDREN'S HOPE INITIATIVE, A COMMITTEE OF FRIENDS OF SOMERSET COUNTY YOUTH, INC AND RICHARD HALL COMMUNITY MENTAL HEALTH CENTER TO ACCEPT FUNDS TO PROVIDE A CHILDREN'S INTENSIVE OUTPATIENT PROGRAM IN THE AMOUNT OF \$ 55,000.00 FOR THE PERIOD MARCH 1, 2015 TO DECEMBER 31, 2015

WHEREAS, Richard Hall Community Mental Health Center has identified a need to provide intensive outpatient services to children in Somerset County; and

WHEREAS, Children's Hope Initiative has agreed to partner with Richard Hall Community Mental Health Center and provide funding for this program in the amount of \$55,000.00 for the period March 1, 2015 to December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Director and Deputy Clerk of the Board of Chosen Freeholders of Somerset County be authorized to sign documents which may be required between Children's Hope Initiative and Richard Hall Community Mental Health Center, a copy of which is on file with the Deputy Clerk of the board.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

AUTHORIZING THE COUNTY OF SOMERSET, NEW JERSEY, AS FISCAL AGENT FOR
THE GREATER RARITAN WORKFORCE INVESTMENT BOARD, TO
ACCEPT \$50,000.00 IN NEEDS BASED WORK SUPPORT GRANT FUNDS
FROM THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE
DEVELOPMENT FOR THE STATE FISCAL YEAR 2015
(JULY 1, 2014 TO JUNE 30, 2015)

WHEREAS, the Greater Raritan Workforce Investment Board has received a Notice of Obligation from the State of New Jersey Department of Labor and Workforce Development; and

WHEREAS, the Notice of Obligation makes available \$50,000.00 in Needs Based Work Support grant funds to serve specific populations in the counties of Hunterdon and Somerset, New Jersey; and

WHEREAS, the Greater Raritan Workforce Investment Board has adopted a Program Year 2014 Budget for the period of July 1, 2014 to June 30, 2015 for the use of these funds; and

WHEREAS, the County of Somerset, New Jersey serves as Fiscal Agent for the Greater Raritan Workforce Investment Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Somerset, New Jersey hereby accepts \$50,000.00 in Fiscal Year 2015 Needs Based Work Support Program funds; and

BE IT FURTHER RESOLVED That the Greater Raritan One Stop Career Training Services operator, as a division of the Human Services Department of the County of Somerset, New Jersey and the Greater Raritan Workforce Investment Board, as a division of the Department of Administration are authorized to establish such grant and financial accounts as may be necessary; and

BE IT FURTHER RESOLVED that the Director of the Greater Raritan Workforce Investment Board is hereby authorized to execute contracts and agreements for the receipt of Needs Based Work Support funds as may be required by the State of New Jersey which are consistent with this Resolution; and

BE IT FURTHER RESOLVED that the Director of the Board of Chosen Freeholders of the County of Somerset, New Jersey and the Administrator of the County of Somerset, New Jersey are hereby authorized to execute contracts and agreements consistent with this Resolution as may be required by the State of New Jersey for the receipt of Needs Based Work Support funds; and

BE IT FURTHER RESOLVED that copies of this Resolution be provided to the Board of Chosen Freeholders of the County of Hunterdon, New Jersey and the Chairman of the Greater Raritan Workforce Investment Board.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

**MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION
AND MOVED ITS ADOPTION:**

R15-135

**AUTHORIZING THE COUNTY OF SOMERSET, NEW JERSEY, AS FISCAL AGENT FOR
THE GREATER RARITAN WORKFORCE INVESTMENT BOARD, TO
ACCEPT \$803.00 (EIGHT HUNDERD THREE DOLLARS) IN SMART STEPS PROGRAM
GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF
LABOR AND WORKFORCE DEVELOPMENT
FOR THE STATE FISCAL YEAR 2015
(JULY 1, 2014 TO JUNE 30, 2015)**

WHEREAS, the Greater Raritan Workforce Investment Board has received a Notice of Obligation from the State of New Jersey Department of Labor and Workforce Development; and

WHEREAS, the Notice of Obligation makes available \$803.00 in Smart STEPS grant funds to serve specific populations in the counties of Hunterdon and Somerset, New Jersey; and

WHEREAS, the Greater Raritan Workforce Investment Board has adopted a Program Year 2014 Budget for the period of July 1, 2014 to June 30, 2015 for the use of these funds; and

WHEREAS, the County of Somerset, New Jersey serves as Fiscal Agent for the Greater Raritan Workforce Investment Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Somerset, New Jersey hereby accepts \$803.00 in Fiscal Year 2015 Smart STEPS Program funds; and

BE IT FURTHER RESOLVED that the Greater Raritan One Stop Career Training Services operator, as a division of the Human Services Department of the County of Somerset, New Jersey and the Greater Raritan Workforce Investment Board, as a division of the Department of Administration are authorized to establish such grant and financial accounts as may be necessary; and

BE IT FURTHER RESOLVED that the Director of the Greater Raritan Workforce Investment Board is hereby authorized to execute contracts and agreements for the receipt of Smart STEPS funds as may be required by the State of New Jersey which are consistent with this Resolution; and

BE TH FURTHER RESOLVED that the Director of the Board of Chosen Freeholders of the County of Somerset, New Jersey and the Administrator of the County of Somerset, New Jersey are hereby authorized to execute contracts and agreements consistent with this Resolution as may be required by the State of New Jersey for the receipt of Smart STEPS funds; and

BE IT FURTHER RESOLVED that copies of this Resolution be provided to the Board of Chosen Freeholders of the County of Hunterdon, New Jersey and the Chairman of the Greater Raritan Workforce Investment Board.

**THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON
ROLL CALL ADOPTED BY THE FOLLOWING VOTE:**

**YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE**

**MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION
AND MOVED ITS ADOPTION:**

R15-136

**AUTHORIZING THE COUNTY OF SOMERSET, NEW JERSEY, AS FISCAL
AGENT FOR THE GREATER RARITAN WORKFORCE INVESTMENT BOARD,
TO ACCEPT \$32,000.00 IN WORKFORCE LEARNING LINK PROGRAM GRANT FUNDS
FROM THE NEW JERSEY DEPARTMENT OF LABOR AND
WORKFORCE DEVELOPMENT FOR THE STATE FISCAL YEAR 2015
(JULY 1, 2014 TO JUNE 30, 2015)**

WHEREAS, the Greater Raritan Workforce Investment Board has received a Notice of Obligation from the State of New Jersey Department of Labor and Workforce Development; and

WHEREAS, the Notice of Obligation makes available \$32,000.00 in Workforce Learning Link grant funds to serve specific populations in the counties of Hunterdon and Somerset; New Jersey; and

WHEREAS, the Greater Raritan Workforce Investment Board has adopted a Program Year 2014 Budget for the period of July 1, 2014 to June 30, 2015 for the use of these funds; and

WHEREAS, the County of Somerset, New Jersey serves as Fiscal Agent for the Greater Raritan Workforce Investment Board.

NOW, THEREFORE, BE IT RESOLVED hat the Board of Chosen Freeholders of the County of Somerset, New Jersey hereby accepts \$32,000.00 in Fiscal Year 2015 Workforce Learning Link Program funding; and

BE IT FURTHER RESOLVED that the Greater Raritan One Stop Career Training Services operator, as a division of the Human Services Department of the County of Somerset, New Jersey and the Greater Raritan Workforce Investment Board, as a division of the Department of Administration are authorized to establish such grant and financial accounts as may be necessary; and

BE IT FURTHER RESOLVED that the Director of the Greater Raritan Workforce Investment Board is hereby authorized to execute contracts and agreements for the receipt of Workforce Learning Link funds as may be required by the State of New Jersey which are consistent with this Resolution; and

BE IT FURTHER RESOLVED that the Director of the Board of Chosen Freeholders of the County of Somerset, New Jersey and the Administrator of the County of Somerset, New Jersey are hereby authorized to execute contracts and agreements consistent with this Resolution as may be required by the State of New Jersey for the receipt of Workforce Learning Link funds; and

BE IT FURTHER RESOLVED that copies of this Resolution be provided to the Board of Chosen Freeholders of the County of Hunterdon, New Jersey and the Chairman of the Greater Raritan Workforce Investment Board.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-137

RESOLUTION AUTHORIZING AN AMENDMENT TO R14-545 TO INCLUDE AN ADDITIONAL \$32,000 OF WORKFORCE LEARNING LINK FUNDS IN THE HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION CONTRACT (XS-2010-21) TO BRING THE TOTAL CONTRACT AMOUNT TO \$615,983.00 FOR THE PERIOD OF JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, the Greater Raritan Workforce Investment Board has put forth a resolution accepting an additional \$32,000.00 of Work Force Learning Link funds from the New Jersey Department of Labor and Workforce Development to bring the total amount of Workforce Learning Link to \$87,000; and

WHEREAS, the Greater Raritan Workforce Investment Board at its June 12, 2014 meeting approved the Greater Raritan Workforce Investment Board Work First New Jersey spending plan for the One Stop Career Training Services Center which allowed for Workforce Learning Link contracting; and

WHEREAS, the County of Somerset originally received, opened and read Requests for Proposals for Work First New Jersey Employment & Training Services for Somerset County and Workforce Learning Links for Somerset County and Hunterdon County-Contract #: XS-2010-21 in accordance with N.J.S.A. 40A:11-4.1 et seq. on August 6, 2010 at 12:00 PM prevailing time and extended for a fifth year through R14-454 on July 22, 2014; and

WHEREAS, Hunterdon County Educational Services Commission, 51 Sawmill Road, Lebanon, NJ 08833 has met the requirements of the County specifications in an efficient and quality manner during the first, second, third years and fourth years.

NOW, THEREFORE, BE IT RESOLVED that the Director and the Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to amend Hunterdon County Educational Services Commission contract to include \$32,000 of additional Workforce Learning Link funds for the total contract amount of \$615,983.00 for the period of July 1, 2014 to June 30, 2015.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-138

RESOLUTION AMENDING R14-454 TO INCLUDE \$50,000.00 OF NEW JERSEY DEPARTMENT OF LABOR NEEDS BASED WORK SUPPORT FUNDS TO THE HUNTERDON COUNTY DIVISION OF SOCIAL SERVICES TO BRING ITS TOTAL CONTRACT AMOUNT TO \$77,870.00 FOR THE PERIOD OF JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, the Greater Raritan Workforce Investment Board has put forth a resolution accepting Needs Based Support Funds from the New Jersey Department of Labor and Workforce Development in the total amount of \$50,000.00; and

WHEREAS, the Greater Raritan Workforce Investment Board at its August 11, 2014 meeting approved the use of Needs Based Work Support funds by the One Stop Career Training Services Center in accordance with the guidelines provided by New Jersey Department of Labor and as outlined in the submitted plan; and

WHEREAS, the Hunterdon County Division of Social Services is contracted by the Greater Raritan Workforce Investment Board and One Stop Career Training Services to provide services to Work First New Jersey customers; and

WHEREAS, Needs Based Work Support funds, as specified by the New Jersey Department of Labor and Workforce Development, must be used for support services for the Work First New Jersey customers; and

WHEREAS, the Hunterdon County Division of Social Services has provided contracted services to the Work First New Jersey population for four consecutive years in compliance with New Jersey Department of Labor policies and in accordance with all Work Force Investment Board and One Stop Career Training Services Center contracting requirements.

NOW, THEREFORE, BE IT RESOLVED that the Director and the Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to include \$50,000.00 of Needs Based Work Support funds to Hunterdon County Division of Social Services, for the total amount of \$77,870.00 for the period of July 1, 2014 to June 30, 2015.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-139

RESOLUTION AUTHORIZING CONTRACT AND AUTHORIZING PAYMENT TO HIGHLINE FOR THE TWELFTH YEAR OF MAINTENANCE ON A HUMAN RESOURCES INFORMATION SYSTEM, CONTRACT AWARDED AS EXCEPTION TO LOCAL PUBLIC CONTRACTS LAW

WHEREAS, the Chief Financial Officer has certified in writing the availability of funds for the purposes set forth in this resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (01-201-20-013-125-590) \$45,400; and

WHEREAS, the County of Somerset Human Resources Division wishes

to enter into a contract with Highline Corporation, 145 Renfrew Drive, Suite 210, Markham, Ontario L3R9R6 as an authorized exception pursuant to Local Public Contracts Law 40A:11-5(1)dd, the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software; and

WHEREAS, a contract and payment was awarded R02-358 on June 18, 2002 for the purchase of the System which included the first two years of maintenance and R04-236 on April 6, 2004 for the third year of maintenance, on April 5, 2005 for the fourth year of maintenance, R06-094 on February 7, 2006 for the fifth year of maintenance and R07-093 on February 6, 2007 for the sixth year of maintenance and R08-173 on March 4, 2008 for the seventh year of maintenance and R09-113 on February 3, 2009 for the eighth year of maintenance; R10-124 on February 23, 2010 for the ninth year of maintenance; and R11-069 on February 8, 2011 for the tenth year of maintenance, and R12-140 on February 28, 2012 for the eleventh year of maintenance, and R13-120 on February 26, 2013 and R14-116 for the twelfth year of maintenance on February 25, 2014.

WHEREAS, the actual cost for the Fourteenth year of maintenance is expected not to exceed \$45,400.00

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that Highline Corporation be awarded a contract and payment for the fourteenth year of maintenance on the Human Resources Information System; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Purchasing Agent is hereby authorized to issue a Purchase Order.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MR. SCAGLIONE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-140

RESOLUTION AUTHORIZING PAYMENT OF CLAIMS WITH A GRAND TOTAL OF \$7,803,955.10

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Somerset ratifies the payment of claims for:

CHECK NUMBER	AMOUNT	DATE
269668-269671	\$31,370.97	FEBRUARY 11, 2015
269672	\$32,864.91	FEBRUARY 10, 2015
269697-269877	\$6,949,505.86	FEBRUARY 20, 2015
269878-269880	\$1,885.97	FEBRUARY 18, 2015
269886	\$31,869.50	February 19, 2015
TOTAL	\$7,047,497.21	

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized to pay:

CHECK NUMBER	AMOUNT	DATE
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269887	\$339.60	FEBRUARY 20, 2015
269889-270011	\$756,118.29	FEBRUARY 27, 2015
TOTAL	\$756,457.89	

including Capital Expenditures and said checks having been reviewed and certified for payment by a majority of the members of the Board.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE
ABSTAIN: SCAGLIONE – 269783
PALMER - 269854

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-141

RESOLUTION AUTHORIZING QUALIFIED FIRMS FOR UNDERWRITING SERVICES CONTRACT # CY-XS-0015-15

WHEREAS, the County of Somerset properly advertised seeking Requests for Proposals to furnish professional services for Underwriting Services – Contract CY –XS-0015-15 in accordance with N.J.S.A. 19:44A-20.4 et seq; and,

WHEREAS, the “Availability of Funds Certificate” is to be executed by the Chief Financial Officer at the time a service Resolution and/or Purchase Order is placed; in accordance with the fee schedule on file in the Purchasing Division; and,

WHEREAS, the County of Somerset Purchasing Division did advertise for said services on the County Website, www.co.somerset.nj.us on January 22, 2015; and,

WHEREAS five(5) sealed proposals were received and read on February 5, 2015 at 3:00 PM for Underwriting Services in accordance with N.J.S.A. 19:44A-20.4, et seq.; and,

WHEREAS, NW Capital Markets, 2 Hudson Place, Hoboken, NJ 07030; Janney Montgomery Scott, 1717 Arch St, Philadelphia, PA 19103; and Powell Capital Markets, 200 Corporate Center, 3 Becker Farm Rd, Roseland, NJ 07068 have submitted a proposal to perform the aforesaid services and the Director of Fiscal Operations has determined they are qualified to provide the services of the type and nature to carry out the aforesaid services.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized qualify the four firms to perform the aforesaid services in accordance with the fee schedules pursuant to the contracts

to be filed with the Purchasing Division and approved to for m and content by County Counsel; and

2. The contract term shall be February 25, 2015 to December 31, 2015.
3. That the engagement of the above named have been in conformance with a Fair and Open Process for Exempt Service exception, Local Public Contract Law N.J.S.A. 40A:11-5 (1) (a) (i) Professional Services.
4. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-142

RESOLUTION APPOINTING FRANKLIN WHITTLESEY AS A MEMBER OF THE INDUSTRIAL POLLUTION CONTROL FINANCING AUTHORITY

BE IT RESOLVED by the Somerset County Board of Chosen Freeholders that Franklin Whittlesey be and is hereby appointed as a member of the Industrial Pollution Control Financing Authority of Somerset County for a five year term to expire February 1, 2020 or until a successor is appointed.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE
ABSTAIN: SCAGLIONE – 269783
PALMER - 269854

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-143

RESOLUTION AUTHORIZING AN APPLICATION FOR CAPITAL ASSISTANCE UNDER 2015-2017 REGIONAL/LOCAL CMAQ INITIATIVES PROGRAM LOCAL MOBILITY INITIATIVE

WHEREAS, the County of Somerset was notified of a competitive grant which could assist in capital assistance for the SCOOT routes, and;

WHEREAS, The County of Somerset has deemed it appropriate to apply for such assistance through the North Jersey Transportation Planning Authority.

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders that the Freeholder Director and the Deputy Clerk of the Board are hereby authorized to execute the necessary authorizations for the application for capital assistance through the NJTPA on behalf of the County of Somerset; and

BE IT FURTHER RESOLVED that the Freeholder Director is authorized to sign any additional application or contractual agreements if this application for capital assistance is successful.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE
ABSTAIN: SCAGLIONE – 269783
PALMER - 269854

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-144

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET CANCELLING NO LESS THAN \$16,810,000.00 OF COUNTY GUARANTY, AUTHORIZING SETTLEMENT OF VARIOUS LITIGATIONS, AND AUTHORIZING THE AMENDMENT OF PROGRAM DOCUMENTS, ALL in connection with the SOMERSET COUNTY RENEWABLE ENERGY PROGRAM

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the “*Authority*”) has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the “*Board of Freeholders*”) of the County of Somerset (the “*County*”) in the State of New Jersey (the “*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “*Act*”), and other applicable law; and

WHEREAS, the Authority has developed a renewable energy program (the “*Renewable Energy Program*”) for the financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy capital equipment and facilities such as solar panels, including any related electrical modifications, work related to the maintenance of roof warranties, or other work required, desirable or convenient for the installation of such systems (collectively, the renewable energy capital equipment and facilities, the “*Renewable Energy Projects*”) for and on behalf of the County and local governmental units within the County, including without limitation municipalities, boards of education for school districts, local authorities and any other local government instrumentalities, public bodies or other local government entities (collectively, including the County, the “*Local Units*”); and

WHEREAS, the Renewable Energy Projects procured under the Renewable Energy Program are to be installed on, in, affixed or adjacent to and/or for any other Local Unit controlled buildings, other structures, lands or other properties of the Local Units (collectively, the “*Local Unit Facilities*”); and

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on February 9, 2011, as amended and supplemented, all in accordance with Section 37 of the Act

(N.J.S.A. 40:37A-80) and other applicable law (the “Guaranty Ordinance”), the County authorized issuance of bonds in a not to exceed amount of \$52,000,000.00 to finance all costs in connection with the Renewable Energy Program; and

WHEREAS, pursuant to that certain resolution number 11-372 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “Original Bond Resolution”), the Act, and other applicable law and official action, the Authority issued its (i) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)” dated August 25, 2011, in the aggregate principal amount of \$23,980,000.00 (the “Series 2011A Bonds”) and its (ii) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Note, Series 2011B (Federally Taxable)” dated August 25, 2011, in the aggregate principal amount of \$2,810,000.00 (the “Series 2011B Note”, and together with the Somerset Series 2011A Bonds, the “Series 2011 Bonds”), which Series 2011B Note being held in its entirety by the County to finance the Series 2011 Projects; and

WHEREAS, certain capitalized terms herein not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Consents (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 8, a form of which is attached hereto as Exhibit A; and

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 8, (i) the Authority, the County and the Trustee are each a “County Party,” and may be collectively referred to as the “County Parties”, (ii) SunLight General Somerset Solar, LLC (the “Company”), the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 8) are each a “Company Party,” and may be collectively referred to as the “Company Parties”; (iii) each of the County Parties and the Company Parties shall be considered Parties; and

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents; and

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the “EPC Contract”) with Power Partners Mastec, LLC (“Mastec” or the “EPC Contractor”), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract; and

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the “EPC Contract Disputes”); and

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the “Arbitration”) to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties; and

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the “Litigation”); and

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) “Amendment and Consent No. 1 (Somerset County Renewable Energy Program, Series 2011)” dated as of August 25, 2012 (“Consent No. 1”); (ii) “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2012 (“Consent No. 2”); (iii) Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and when executed, “Consent No. 3”); (iv) “Amendment and Consent No. 4 (Somerset County Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “Consent No. 4”); (v) “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “Consent No. 5”); (vi) “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series 2011)” dated as of October 1, 2013 (“Consent No. 6”); and (vii) “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“Consent No. 7” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “Prior Consents”), by and among the Parties referenced therein; and

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the “Prior Bond Resolution”) and the other Program Documents (as so amended, the “Prior Program Documents”); and

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of the EPC Contractor against the Company in the amount of \$23,573,863.00 (the “Arbitration Award”), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party; and

WHEREAS, on August 21, 2014, the Authority delivered to the Trustee that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “Authority Default Notice”), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain “Trustee Notice Regarding Events of Default and other defaults” (the “Trustee Default Notice”), dated August 21, 2014; and

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “Defaults”); and

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the Authority’s renewable energy program to continue, allow the Authority and County to determine its best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the County has determined, through adoption of this resolution, to (i) enter into that certain “Settlement Agreement” by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the “Settlement Agreement”), a form of which is attached hereto as Exhibit B, and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the “Program Documents”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“Consent No. 8”, and together with the Prior Consents, the “Consents”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “Settlement Documents”), which Consent No. 8 may be acknowledged by certain Series 2011 Local Units referenced therein; and

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds, or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) the Authority may provide that a portion of the Series 2015 Bonds, if issued, shall be applied to the completion of the construction of all or a portion of the remaining

Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iii) the Authority may provide for certain Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplemental Resolution, the “Settlement Project”); and

WHEREAS, litigations substantially similar to, and in some cases identical to, the Litigations have also arisen among affiliates of the Company, the EPC Contractor, the Morris County Improvement Authority, and Sussex County, in connection with renewable energy programs being implemented in each of Morris and Sussex Counties (the “Morris Litigations” and the “Sussex Litigations,” respectively, and together with the Litigation, collectively the “Tri-County Litigations”); and

WHEREAS, the County understands that the governing bodies of each of Morris and Sussex Counties are scheduled to consider taking action with respect to settling the Morris Litigations and the Sussex Litigations, respectively, upon terms substantially similar to the Settlement Project; and

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the Series 2015 Project”) the Authority may decide, with the consent of the County pursuant to Section 13 of the Act (N.J.S.A. 40:37A-56) (“Section 13”), to issue one or more series of taxable bonds or notes, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$8,400,000.00 (the “Series 2015 Bonds”), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” if and when adopted, as may be further amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2015 Bonds (the “Series 2015 Supplemental Resolution” and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the “Bond Resolution”), the Act and other applicable law; and

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$35,190,000.00 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000.00, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$8,400,000.00) of the \$52,000,000.00 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$16,810,000.00 (together with any amount of the Series 2015 Bonds authorized but not issued, the “Excess Guaranty Bonding Capacity”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects; and

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County; and

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the County consents to the Authority’s issuance of the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the “Series 2015 Bond Authority Documents,” the form of which, along with a form of the resolution to be considered by the Authority in connection with the Settlement Project, is attached hereto as Exhibit C), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the “Program Documents”):

- (i) That certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Lease Agreement*”), which in accordance with the Prior Program Documents, shall

automatically become part of the Company Lease Agreement;

- (ii) That certain “Amendment No. 1 to Power Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Power Purchase Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (iii) That certain “Amendment No. 1 to County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Guaranty Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (iv) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to Company Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and
- (v) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 8), and the County Guaranty; and

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, should the Authority, with consent of the County, determine to issue same, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12; and

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application (the “Local Finance Board Application”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “Local Finance Board”) in the Department of Local Government Services of the State Department of Community Affairs; and

WHEREAS, if the Authority shall, with the consent of the County pursuant to Section 13, market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the “Preliminary Official Statement”), (ii) the execution and delivery of a bond purchase agreement (the “Bond Purchase Agreement”) with an underwriter to be selected by the Authority through a fair and open process (alternatively, the “Underwriter”) to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary

Official Statement (the “Official Statement, and together with the Preliminary Official Statement, the Bond Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the “Sale Documents”); and

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13, the Authority shall have made a detailed report regarding the Series 2015 Project to the Somerset County Board of Chosen Freeholders pursuant to Section 13, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the “Series 2015 Program Documents”), and which report shall be accepted by the County by this resolution adopted by the Somerset County Board of Chosen Freeholders pursuant to Section 13; and

WHEREAS, the County believes: (i) it is in the public interest to accomplish the purposes contemplated by the Series 2015 Program Documents; (ii) said purposes are for the health, wealth, convenience or betterment of the inhabitants of the County; (iii) the amounts to be expended for said purposes are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the County; and

WHEREAS, the authorization, execution, and delivery of Consent No. 8, the Settlement Agreement, and the other Series 2015 Program Documents, and all other actions contemplated herein, are in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset, New Jersey (the “Somerset County Board of Chosen Freeholders”) on behalf of the County, as follows:

Section 1. Upon issuance of the Series 2015 Bonds, the Excess Guaranty Bonding Capacity shall be canceled and the Freeholder Director, the County Administrator and the County Chief Financial Officer (including their designees, each an “*Authorized Officer*”) are each hereby severally authorized and directed to take all actions in connection therewith in accordance with all applicable law, including without limitation the execution of such other certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable to cancel such Excess Guaranty Bonding Capacity.

Section 2. The Authorized Officers are each hereby severally authorized and directed to negotiate, execute and deliver the Consent No. 8 and the Settlement Agreement on behalf of the County, substantially in the form attached hereto as Exhibit A and Exhibit B, respectively, with such changes to Consent No. 8 and the Settlement Agreement from the attached forms as any such Authorized Officer, in his or her sole discretion shall determine to be necessary, desirable or convenient to promote the best interests of the County, including any non-material changes requested by any rating agencies, and the Authorized Officer’s execution and delivery of Consent No. 8 and the Settlement Agreement shall be full and complete evidence of the authorization by the County of any such additions or changes to Consent No. 8 or the Settlement Agreement. The Authorized Officer is hereby further authorized to take all such further actions in connection therewith in accordance with all applicable law, including without limitation the execution of such other certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable by any such Authorized Officer to implement Consent No. 8, and the Settlement Agreement, and the transactions contemplated thereby.

Section 3. The Authorized Officers are each hereby severally authorized and directed to negotiate, execute and deliver the other Series 2015 Program Documents to which the County is a party, and all other documents in connection with the issuance of the Series 2015 Bonds by the Authority, upon such terms as any such Authorized Officer, in his or her sole discretion shall determine to be necessary, desirable or convenient to implement Consent No. 8, the Settlement Agreement, the other Series 2015 Program Documents, and the transactions contemplated thereby, and to otherwise promote the best interests of the County and to take all further actions in connection with the issuance of the Series 2015 Bonds by the Authority in accordance with all applicable law, including without limitation the execution of such certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary,

convenient or desirable by any such Authorized Officer to effectuate issuance of the Series 2015 Bonds, including, but not limited to, the Series 2015 Program Documents.

Section 4. In accordance with, Section 13 and all other applicable law, having received a form of the Series 2015 Program Documents constituting the report for purposes of Section 13, the County hereby consents to the Authority's: (i) execution, delivery, and negotiation of Consent No. 8 and the Settlement Agreement, substantially in the form attached hereto as Exhibit A and Exhibit B, respectively, with such changes to Consent No. 8 and the Settlement Agreement from the attached forms as directed by the Authorized Officers pursuant to Section 2 hereof; (ii) adoption of the Series 2015 Supplemental Resolution, and the authorization, execution, and delivery of the other Series 2015 Bond Authority Documents; (iii) issuance of the Series 2015 Bonds, including any and all actions deemed necessary, convenient, or desirable by the Authority to effectuate such issuance, including but not limited to, the preparation and submission to the Local Finance Board Application for the purpose of financing the Series 2015 Project through the issuance of the Series 2015 Bonds, including, without limitation, attendance at the hearing to be held by the Local Finance Board relating to the Financing Documents, and the Series 2015 Project financed thereby required by N.J.S.A. 40A:5A-6; (iv) the authorization, execution, and delivery of any other Series 2015 Program Documents in such form as the Authorized Officers shall determine as necessary, desirable, or convenient to implement the Settlement Agreement, Consent No. 8, or the transactions contemplated thereby; and (v) taking of any and all additional actions deemed necessary, convenient, or desirable by the Authority to effectuate the foregoing, including but not limited to, execution of all such certificates, instruments or documents the Authority shall deem necessary, convenient or desirable for such purposes.

Section 5. The Deputy Clerk of the Board of Chosen Freeholders is hereby authorized and directed, upon the execution or acknowledgment of the Series 2015 Program Documents to which the County is a party, in accordance with the terms herein, to attest to the Authorized Officer's execution or acknowledgment of such documents and is hereby further authorized and directed to thereupon affix the seal of the County to such documents.

Section 6. The County hereby authorizes the performance of any act, and the execution or acknowledgment and delivery of any other document, instrument or certificates, which any Authorized Officer, after consultation with counsel, deems necessary, desirable or convenient to implement Consent No. 8, the Settlement Agreement, the other Series 2015 Program Documents, and the transactions contemplated thereby, and the County hereby directs the Authorized Officers to execute or acknowledge, attest and affix the seal to any such documents, instruments or closing certificates, the authorization of which actions shall be conclusively evidenced by the execution or acknowledgment, attestation, affixation and delivery, as the case may be, thereof by such persons.

Section 7. All payments made by the County pursuant to the Settlement Agreement shall be deemed an appropriation of monies to the Authority to pay all or any part of the cost of acquisition or construction of a public facility pursuant to N.J.S.A. 40:37A-79.

Section 8. To the extent the Series 2015 Bonds are issued in any year other than 2015, references herein to "2015" may without any further action be changed to the year of issuance of such Series 2015 Bonds.

Section 9. The County hereby severally authorizes its Authorized Officers and its consultants to assist the Authority in any action to be taken by the Authority with the Local Finance Board under any applicable law, as any such actions may be related to or coordinated with the Local Finance Board Application and the transactions contemplated hereby, including without limitation the submission to the Local Finance Board on behalf of the County, the hearing in connection therewith and the actions of the Local Finance Board relating thereto, all relating to the Series 2015 Bonds.

Section 10. Except to the extent the Prior Program Documents are contemplated in the preambles hereof to be amended, and as supplemented by the Series 2015 Program Documents,

the Program Documents remain in full force and affect.

Section 11. All actions of the Authorized Officers, the Authority, and all consultants and counsel in the employ of the County or Authority in connection with the Renewable Energy Program taken prior to the date of adoption hereof in connection with the Series 2015 Bonds, the Series 2015 Project, Consent No. 8, the Settlement Agreement, the Series 2015 Program Documents, or any of the foregoing transactions contemplated by this resolution are hereby ratified and approved as to the County, and acknowledged as to the Authority.

Section 12. Upon the adoption hereof, the Deputy Clerk of the Board of Chosen Freeholders shall promptly forward certified copies of this resolution to Michael J. Amorosa, County Administrator and Authority Chairperson, William T. Cooper, III, Esq., County Counsel, and Stephen B. Pearlman, Esq., Authority Special Energy Counsel, all of which may be sent as a single certified copy to the offices of Authority Special Energy Counsel, to the attention of Adam L. Peterson, Esq., at APeterson@PearlmanMiranda.com, followed by the original to Adam L. Peterson at Pearlman & Miranda, LLC, 2 Broad Street, Bloomfield, New Jersey, 07003.

Section 13. This resolution shall take effect on the date that the last of the governing bodies of the County, the Authority, Morris County, the Morris County Improvement Authority, and Sussex County approve settlement of the respective Tri-County Litigations.

Exhibit A

Execution Version

Amendment and Consent No. 8
(Somerset County Renewable Energy Program, Series 2011)

by and among

SOMERSET COUNTY IMPROVEMENT AUTHORITY,

COUNTY OF SOMERSET, NEW JERSEY,

U.S. BANK NATIONAL ASSOCIATION

SUNLIGHT GENERAL SOMERSET HOLDINGS, LLC

SUNLIGHT GENERAL SOMERSET SOLAR, LLC

SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

[AS ACKNOWLEDGED BY CERTAIN SERIES 2011 LOCAL UNITS]

dated as of February __, 2015

with respect to Somerset County Improvement Authority's

\$26,790,000 aggregate principal amount of
County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011
(Federally Taxable), consisting of:
\$23,980,000 Series 2011A Bonds, and
\$2,810,000 Series 2011B Note

THIS “AMENDMENT AND CONSENT NO. 8 (Somerset County Renewable Energy Program, Series 2011)” dated as of February __, 2015 (as the same may be amended or supplemented in accordance with its terms, this “*Consent No. 8*”), by and among the SOMERSET COUNTY IMPROVEMENT AUTHORITY (including any successor and assigns, the “*Authority*”), the COUNTY OF SOMERSET, NEW JERSEY (the “*County*”), U.S. BANK NATIONAL ASSOCIATION (including any successor and assigns, the “*Trustee*”), SUNLIGHT GENERAL SOMERSET HOLDINGS, LLC, a New Jersey limited liability company (including any successor and assigns, the “*Holding Company*”), SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC, a Delaware limited liability company (“*SLG Capital*”) and SUNLIGHT GENERAL SOMERSET SOLAR, LLC, a New Jersey limited liability company (including any successor and assigns, the “*Project Company*,” and is sometimes referred to in the Program Documents as the “*Company*”), as acknowledged by those Series 2011 Local Units whose Series 2011 Local Unit Projects have not yet been constructed (each, an “*Overdue Series 2011 Local Unit*,” and each respective Series 2011 Local Unit Project that has not yet been constructed, an “*Overdue Series 2011 Local Unit Project*”).

For purposes of this Consent No. 8, the Authority, the County and the Trustee are each a “*County Party*,” and may be collectively referred to as the “*County Parties*.” For purposes of this Consent No. 8, the Holding Company, SLG Capital, and the Project Company are each a “*Company Party*,” and may be collectively referred to as the “*Company Parties*.”

Each of the County Parties and the Company Parties shall be considered Parties with respect to the Prior Consents (as hereinafter defined), shall be considered a “*Party*” to this Consent No. 8, and collectively, may be referred to as the “*Parties*” to this Consent No. 8. The Overdue Series 2011 Local Units shall each be considered an acknowledgement party to this Consent No. 8.

WHEREAS, the Parties and the Series 2011 Local Units referenced and defined therein entered into that certain “Amendment and Consent No. 1 (Somerset County Renewable Energy Program, Series 2011)” dated as of August 25, 2012 (“*Consent No. 1*”);

WHEREAS, the Parties and the Series 2011 Local Units referenced and defined therein entered into that certain “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2012 (“*Consent No. 2*”);

WHEREAS, the Parties entered into that certain “Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and when executed, “*Consent No. 3*”);

WHEREAS, the Parties entered into that certain “Amendment and Consent No. 4 (Somerset County Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “*Consent No. 4*”);

WHEREAS, the Parties entered into that certain “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “*Consent No. 5*”);

WHEREAS, the Parties entered into that certain “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series 2011)” dated as of October 1, 2013 (“*Consent No. 6*”);

WHEREAS, the Parties entered into that certain “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“*Consent*

No. 7” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “*Prior Consents*”);

WHEREAS, the Trustee (capitalized terms not defined in the preambles hereof shall have the meanings ascribed to such terms in the Prior Consents) issued that certain “Trustee Notice Regarding Events of Default and other defaults” (the “*Trustee Default Notice*”), dated August 21, 2014, which, among other things, delivered that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “*Authority Default Notice*”), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: 1) had caused certain Events of Default under the Program Documents; and 2) was in default with respect to additional obligations pursuant to the Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “*Defaults*”);

WHEREAS, the Parties and the Company’s Engineering, Procurement, and Construction Contractor, Power Partners MasTec, LLC (“*Power Partners*”) have been engaged in various litigations relating to the Somerset County Renewable Energy Program, all as is specifically set forth on pages 2 and 3 of the settlement agreement by and among the Parties and Power Partners, among others (the “*Settlement Agreement*,” attached hereto as Appendix A);

WHEREAS, pursuant to the Settlement Agreement, the parties thereto have agreed to the terms under which all disputes between and among the parties thereto, including the Parties and Power Partners, shall be resolved, and the Parties desire to make certain additional amendments and supplements to, and provide certain consents in connection with, the Program Documents to implement the terms of the Settlement Agreement, and to resolve the disputes relating to the Trustee Default Notice and Authority Default Notice;

WHEREAS, pursuant to the terms hereof, the Authority, upon written direction of the County, shall proceed with all of the Overdue Series 2011 Local Unit Projects;

WHEREAS, pursuant to Section 4(b) of Consent No. 1, the Authority hereby concludes that all of the Series 2011 Local Units, except as otherwise set forth herein with respect to the Overdue Series 2011 Local Units, shall be deemed unaffected Series 2011 Local Units; accordingly, their execution of this Consent No. 8 is not required; and

NOW, THEREFORE, in consideration of the premises and certain other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

Section 1. Definitions; Amendment.

(a) Capitalized terms defined in the preambles hereof shall have the respective meanings set forth above, regardless of their definition in the Prior Consents.

(b) Capitalized terms not defined in this Consent No. 8 shall have the respective meanings ascribed to such terms in the Prior Consents.

(c) Terms used in this Consent No. 8 and not otherwise defined or revised herein or in the Prior Consents shall have the meaning ascribed to such terms in the Bond Resolution.

(d) Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

(e) Any reference to a Prior Program Document in this Consent No. 8 shall mean such Program Document as defined in, and as may be amended or supplemented by, the Prior Consents, prior to its amendment and supplement hereby.

(f) The provisions of this Consent No. 8, by their terms set forth herein, hereby automatically amend and supplement the Program Documents without any further reference to amendment and supplement each time a provision of the Program Document is updated in accordance with the terms of this Consent No. 8. Accordingly, any conflict between

the Prior Program Documents and this Consent No. 8 shall be controlled by the terms of this Consent No. 8.

Section 2. Waiver of defaults and Events of Default by the Company

The Trustee and Authority hereby waive: (i) all Defaults; and (ii) all defaults or Events of Defaults caused by the Company under the Program Documents up through the effective date hereof, not identified in the Trustee Default Notice or Authority Default Notice (the “*Authority Waiver*”). For avoidance of doubt, the Parties hereby agree that as of the date hereof, the Company shall not be considered to have caused a default or an Event of Default under the Program Documents. The specific terms of the Authority Waiver as to certain of the Defaults, defaults, or Events of Default caused by the Company are set forth further herein. To the extent certain of the Defaults, defaults, or Events of Default occurring prior to the date hereof are not specifically addressed in this Consent No. 8, the Authority and Trustee shall be deemed to have waived same without qualification. Nothing herein shall be construed to limit the Authority’s right to enforce the Program Documents and pursue any remedy provided for therein (including remedies provided for in this Consent No. 8) from the date hereof forward.

Section 3. Program Document Amendments and Supplements.

(a) Treatment of Overdue Series 2011 Local Unit Projects. On or before March 20, 2015 (the “*Notification Date*”) the Authority shall notify the Company (the “*Authority Overdue Project Direction Notice*”) of the extent to which it will be involved in the implementation of construction of the Overdue Series 2011 Local Unit Projects and the Company hereby agrees to comply with such notification so long as sufficient funds are available to fulfill its designated role, including, but not limited to, all insurance, legal, accounting, administrative, and engineering expenses that the Company reasonably incurs in connection with the implementation of such construction. However, if directed to undertake construction of the Overdue Series 2011 Local Unit Projects through the Authority Overdue Project Direction Notice, the Company shall, within fourteen (14) days of receipt of such direction, prepare and submit a budget, with supporting documentation including, but not limited to, vendor quotes, to the Authority detailing the costs the Company anticipates incurring in connection with construction. Upon receipt of the budget, the Authority may: (i) direct the Company to undertake construction in accordance with the budget; (ii) request that the Company undertake good faith efforts to reduce some or all of the cost components in the budget; or (iii) rescind its direction that the Company undertake construction. The Company hereby represents and warrants that the budget submitted to the Authority after receipt of the Authority Overdue Project Direction Notice shall be prepared in good faith, and accurately reflect the costs the Company anticipates incurring in connection with such construction. The Trustee shall have no role in the determination whether sufficient funds have been made available.

Irrespective of the Company’s role in construction of the Overdue Series 2011 Local Unit Projects, the Company hereby agrees to cooperate and assist any and all parties involved in the implementation of the construction and placing in service of the Overdue Series 2011 Local Unit Projects by, but not only: (i) facilitating access to the previously purchased inventory and engineering designs earmarked for the respective Overdue Series 2011 Local Unit Projects; (ii) submitting requisitions, upon receipt of all information reasonably needed for such purpose, to the Trustee to release funds from the Project Fund for construction of such Overdue Series 2011 Local Unit Projects; (iii) executing contracts with third parties to perform construction of the Overdue Series 2011 Local Units Projects upon terms amenable to the Authority; (iv) making any filings to qualify the respective projects for SRECs; (v) acquiring any necessary permits; and (vi) providing access to all information relevant to the roof warranties on any Series 2011 Local Unit Project, as applicable (whether built or overdue). With respect to those Overdue Series 2011 Local Unit Projects for which the Company’s role is not substantially similar to the Company’s role for constructing the Series 2011 Local Unit Projects under the Prior Program Documents, the Authority agrees to undertake commercially reasonable efforts to include in any contracts relating to the implementation of such construction (which shall be entered into by the Company) (“*Third-Party Construction Contracts*”) that the Company Parties and their affiliates, and the directors, members, officers, employees and agents of the Company

Parties and their affiliates (each a “*Company Indemnified Party*,” and collectively, the “*Company Indemnified Parties*”), shall have no liability with respect to the Third-Party Construction Contracts and that the Company Indemnified Parties will be indemnified and held harmless from and against any and all claims, damages, liabilities, judgments, awards, costs, losses and expenses (including reasonable attorneys’ fees, expenses, and related costs of defense) resulting from any claims, causes of action, lawsuits, and liability arising from Third-Party Construction Contracts. Any such indemnity obligations (to the extent indemnity is secured by the Authority) shall not be contingent upon or otherwise necessitate any settlement, judgment or award having to first be paid by or on behalf of a Company Identified Party, whether by an insurer or otherwise. Moreover, all Third-Party Construction Contracts shall require at least the same level of insurance coverage as the Company would have been required to obtain under the Prior Program Documents and shall require that the Company be named as an additional insured; however, in lieu of the foregoing insurance requirements, the Authority may decide that the Company shall maintain all necessary insurance, so long as the Authority makes sufficient funds available to pay for such insurance. Notwithstanding the foregoing, as the Company will be the contract party with any third party contractor, the Third-Party Construction Contracts shall not abrogate the Company’s obligation to pay such contractors in accordance with the terms agreed upon. However, the County and Authority hereby agree to make sufficient funds available to satisfy the Company’s payment obligations to third party contractors under such contracts. In connection with the foregoing indemnification, the Authority may, but shall not be obligated to, require the Overdue Series 2011 Local Units to release the Company Indemnified Parties from any and all potential claims associated with construction of such projects, by amending the acknowledgment to be presented to the Overdue Series 2011 Local Units, attached hereto as Appendix B.

For avoidance of doubt, simultaneously with the execution of this Consent No. 8, the Company shall provide the Authority one (1) hard copy and one (1) electronic copy of the following relating to each Series 2011 Local Unit Project, whether previously built or overdue, as applicable: (i) Plans and Specifications; (ii) all local permits and approvals obtained including a complete record of the status of any unsecured permits or approvals, identifying all payments made to the respective local body, and all outstanding payment obligations, relating to such unsecured permits or approvals; (iii) contact information for all contractors engaged in connection with the Overdue Series 2011 Local Unit Projects, with a copy of any contracts exchanged, whether in draft form, executed, or otherwise; (iv) any other relevant work product required to construct the Overdue Series 2011 Local Unit Projects; (v) any and all local approvals that would be necessary to transfer any of the foregoing, as applicable, should the Company’s role in the construction of the Overdue Series 2011 Local Unit Projects necessitate such a transfer; and (vi) all information relevant to roof warranties. Unless the Company is directed to manage construction of the Overdue Series 2011 Local Unit Projects through the Authority Overdue Project Direction Notice, the Company shall have no obligation to revise, renew, or update the Plans and Specification or any permits and approvals previously obtained in connection with the Overdue Series 2011 Local Unit Projects. A failure to provide the information referenced in (i) – (vi) immediately above shall constitute an Event of Default under the Program Documents.

(b) Remaining Project Funds. Notwithstanding anything to the contrary in the Program Documents, any remaining Project Funds after payment to Power Partners and construction of the Overdue Series 2011 Local Unit Projects, or Project Funds anticipated to not be needed for payment to Power Partners or construction of the Overdue Series 2011 Local Unit Projects after the establishment of a firm budget for the construction of the Overdue Series 2011 Local Unit Projects and computed on a "net of Section 1603 Grant" basis, may, in the sole discretion of the Authority, upon consultation with the County, be utilized: (i) to satisfy the Authority’s and/or County’s obligations pursuant to the Settlement Agreement; (ii) to repay the County and/or Authority for payments made in accordance with the Settlement Agreement; (iii) to pay any costs associated with the Renewable Energy Projects; (iv) as security for repayment of debt service on the Series 2011A Bonds; or (iv) any combination of the above. For avoidance of doubt, any Project Funds allocated in accordance with this paragraph (*i.e.*, any Project Funds not utilized for construction of the Overdue Series 2011 Local Unit Projects) shall not offset any

payment obligation the Company may have under the Program Documents or the Settlement Agreement. The Company hereby agrees to execute any Draw Paper certification authorized by this paragraph or elsewhere authorized in this Consent No. 8, submission of which shall constitute notice to the Trustee of the intended use of the Project Funds, and the Trustee hereby agrees to comply with any such notice.

(c) Series 2011 Project Extension of Required Completion Date. Pursuant to Section 2 hereof, the Authority has waived the Company's failure to complete the Series 2011 Projects by the Required Completion Date as set forth in Consent No. 6.

Section 2(a) of Consent No. 7 is hereby amended in its entirety as follows: "Notwithstanding any provision to the contrary in the existing Program Documents, the Parties agree that (i) Sections 201(b) and 510(e) of the Company Lease Agreement, (ii) Sections 3.2 and 3.6(a) of the Power Purchase Agreement, (iii) Section 5.02(3)(b) of the Bond Resolution, and (iv) any other relevant provisions of the Program Documents, effective for all purposes therein, are hereby amended such that the Required Completion Date for the Series 2011 Local Units' (inclusive of the Overdue Series 2011 Local Units) respective Series 2011 Projects shall be extended to December 31, 2015. However, such Required Completion Date shall only be applicable to those Overdue Series 2011 Local Unit Projects for which the Company's role in constructing is substantially similar to the Company's role for constructing the Series 2011 Local Unit Projects under the Prior Program Documents. To the extent the Required Completion Date is deemed inapplicable in accordance with (ii) immediately above, the Authority shall, by separate notice, notify the Overdue Series 2011 Local Units of the anticipated date by which the respective Overdue Series 2011 Local Unit Projects shall be placed in service.

To the extent the December 31, 2015 Required Completion Date is applicable, it may be extended if: (i) the Company is unable to complete the Overdue Series 2011 Local Unit Projects and provides the Authority a reasonable explanation for its inability to complete such Projects, and to the extent that the Company continues to undertake reasonable and good faith efforts to complete the Projects, all in sole and reasonable discretion of the Authority; (ii) any such delays occur as a result of the action or inaction of the County Parties or the Overdue Series 2011 Local Units, but only to the extent such action or inaction by the County Parties or the Overdue Series 2011 Local Units occurs after the execution and delivery of this Consent No. 8, in which case the Company shall be entitled to a day for day extension of the December 31, 2015 deadline; or (iii) the Authority notifies the Company of its obligation to construct the respective Overdue Series 2011 Local Unit Project after the Notification Date, in which case the Company shall be entitled to a day for day extension of the December 31, 2015 deadline."

(d) Subordination of Security Interest in Additional 1603 Grant Funds and previously received Section 1603 Grant proceeds. Pursuant to the Settlement Agreement, the Authority, the County, and the Company Parties have agreed to pay Power Partners, among other things: (i) certain funds currently in the possession of the Company; (ii) an amount of Additional 1603 Grant Funds (as defined in the Settlement Agreement); and (iii) \$11,187,661.00 on deposit in the Project Fund (collectively, the "*Settlement Funds*"). A portion of the Settlement Funds may consist of Section 1603 Grant proceeds. Notwithstanding anything to the contrary in the Program Documents, the County Parties hereby agree to subordinate any security interest in the Section 1603 Grant proceeds to Power Partners' security interest in such funds, but only to the extent of the Settlement Funds, and all Parties hereby agree that no Party shall have any claim to the Settlement Funds upon release to Power Partners. Nothing herein shall abrogate any security interest in Section 1603 Grant proceeds which are not part of the Settlement Funds and nothing herein shall abrogate the right of any Party to enforce the Program Documents or the Settlement Agreement.

(e) Disposition of Additional 1603 Grant Funds and Section 1603 Grant proceeds from the Overdue Series 2011 Local Unit Projects. The Company shall apply for and pursue Additional 1603 Grant Funds (as defined in the Settlement Agreement) in accordance with the terms and conditions set forth in the Settlement Agreement and after construction of the Overdue Series 2011 Local Unit Projects, the Company shall apply for Section 1603 Grant proceeds related to such sites, all in a manner consistent with the Settlement Agreement. The

Company shall use good faith efforts, but no less than the efforts employed in connection with the original 1603 Grant applications, to maximize the amount of Additional 1603 Grant Funds and 1603 Grant proceeds related to the Overdue Series 2011 Local Unit Projects. The County and the Authority shall have the right, but not the obligation, to review and approve all such applications prior to submission to Treasury. Any Additional 1603 Grant Funds obtained by the Company which are not payable to Power Partners under the Settlement Agreement and any Section 1603 Grant proceeds obtained as a result of construction of the Overdue Series 2011 Local Unit Projects (none of such proceeds being payable to Power Partners), shall be immediately paid to the Authority or County, as directed by the Authority, such funds to be transferred between the Authority and County in their sole discretion, as: (i) in the case of Additional 1603 Grant Funds, reimbursement for payments made to Power Partners under the Settlement Agreement; or (ii) in the case of Section 1603 Grant proceeds from the Overdue Series 2011 Local Unit Projects, (x) as reimbursement for payments made to Power Partners under the Settlement Agreement, (y) as reimbursement for advancing funds for completion of the Overdue Series 2011 Local Unit Projects, if such funds were so advanced by the Authority and/or County, or (z) to the extent funds for completion of the Overdue Series 2011 Local Unit Projects are raised by the issuance of Additional Bonds, for repayment of such Additional Bonds. For avoidance of doubt, any Additional 1603 Grant Funds or Section 1603 Grant Funds obtained for construction of the Overdue Series 2011 Local Unit Projects shall not offset any payment obligation the Company may have under the Program Documents or, except as is expressly set forth therein, the Settlement Agreement. If the Company's role in constructing the Overdue Series 2011 Local Unit Projects is not substantially similar to the Company's role for constructing the Series 2011 Local Unit Projects under the Prior Program Documents, the Company shall be held harmless for the actions or inactions of any third parties that cause either: (A) one or more Overdue Series 2011 Local Unit Projects to be ineligible for 1603 Grant Funds; or (B) a reduction in the amount of 1603 Grant Funds that one or more Overdue Series 2011 Local Unit Projects is eligible to receive.

(f) Disposition of Tax Equity related to the Overdue Series 2011 Local Unit Projects. The Company shall use good faith efforts to secure tax equity in connection with the Overdue Series 2011 Local Unit Projects. Any tax equity secured in connection with the Overdue Series 2011 Local Unit Projects (none of such proceeds being payable to Power Partners), shall be pledged to the Authority, and immediately paid to the Authority or County upon receipt by the Company, as directed by the Authority, such funds to be transferred between the Authority and County in the sole discretion of the Authority and the County, as reimbursement for payments made to Power Partners under the Settlement Agreement. For avoidance of doubt, any tax equity in connection with the Overdue Series 2011 Local Unit Projects shall not offset any payment obligation the Company may have under the Program Documents or, except as is expressly set forth therein, the Settlement Agreement.

The Company hereby acknowledges that the foregoing pledge of collateral contemplated by this section constitutes a conveyance of a security interest in said collateral. Accordingly, the Company, as debtor, authorizes the Authority, as creditor, to file UCC-3 financing statements with respect to the foregoing pledge of collateral contemplated by this section. The Parties intend for this Consent No. 8 to constitute a security agreement and the Company's execution hereof shall constitute the requisite authentication under the Uniform Commercial Code. However, should the Company Parties demonstrate that the Authority's holding of a security interest in such funds adversely impacts its ability to secure a tax equity investment in connection with the Overdue Series 2011 Local Unit Projects, the Parties hereby agree to: (i) employ good faith efforts to structure the security interest in a manner to obviate any such adverse impacts, or, if no suitable structuring can be arrived at, (ii) the Authority shall waive its security interest. None of the foregoing shall abrogate the Company's contractual obligation to remit the proceeds of the tax equity in connection with the Overdue Series 2011 Local Unit Projects to the Authority or the County, as directed by the Authority and the County.

If for any reason any inventory currently titled to, and in the possession of, the Company and earmarked for construction of the Overdue Series 2011 Local Unit Projects (the "1603 Inventory") is not utilized, such 1603 Inventory shall, at the direction of the Authority, be liquidated and the proceeds shall be immediately paid to the Authority or County upon receipt by

the Company, as directed by the Authority, such funds to be transferred between the Authority and County in the sole discretion of the Authority, as reimbursement for payments made to Power Partners under the Settlement Agreement.

To the extent the proceeds secured by the Company and paid to the Authority or County (as directed by the Authority and the County) consisting of tax equity related to the Overdue Series 2011 Local Unit Projects, Additional 1603 Grant Funds, or the proceeds of liquidated 1603 Inventory are insufficient to repay the Authority and County for payments made to Power Partners pursuant to Article I(D) of the Settlement Agreement, the unrepaid portion shall be payable by the Company to the Authority, and such repayment shall hereby be deemed an Additional Lease Payment (unless funded by a series of Additional Bonds, in which case such repayment shall be a Basic Lease Payment obligation) owed by the Company in accordance with the Program Documents. For avoidance of doubt, the amount of the Additional Lease Payment (or in the case of issuance of Additional Bonds, the Basic Lease Payment) owed by the Company pursuant this section, if any, shall be the amount paid to Power Partners pursuant to Article I(D) of the Settlement Agreement, less the sum of the amounts paid to the Authority or County (as directed by the Authority) by the Company consisting of tax equity related to the Overdue Series 2011 Local Unit Projects, Additional 1603 Grant Funds, or the proceeds of liquidated 1603 Inventory. Nothing herein shall be deemed to abrogate any other amounts owed by the Company as Additional Lease Payments which may have accrued to date.

(g) Waiver of Draw Paper Ratio. Notwithstanding anything to the contrary in the Program Documents, the Parties hereby agree that the Authority may, in its sole discretion, waive the Draw Paper Ratio.

(h) Payment to Power Partners. Pursuant to the Settlement Agreement, the Authority, the County, and the Company Parties have agreed to pay Power Partners \$11,187,661.00 now on deposit in the Project Fund in consideration for work performed by Power Partners in connection with the previously constructed Series 2011 Local Unit Projects, all of which costs are hereby deemed to be proper Project Costs under the Program Documents. In furtherance thereof, attached hereto as Appendix C are the Draw Papers to be executed by the Parties simultaneously with the execution of this Consent No. 8. The Authority agrees to waive the Draw Paper Ratio with respect to this payment to Power Partners.

(i) Amended Definitions of Basic Lease Payment Dates with respect to the Series 2011A Bonds and Series 2011B-2 Note; Additional Bonds. The Authority and County may decide to refund the Series 2011B-2 Note through the issuance of a subsequent note or bonds, either of which shall constitute Additional Bonds, and none of which shall affect the Company's obligation to repay the amounts refunded. Such Additional Bonds may fund the refunding of the Series 2011B-2 Note, payments to be made to Power Partners pursuant to the Settlement Agreement, Administrative Expenses, and/or costs to construct the Overdue Series 2011 Local Unit Projects. If issued, the terms of the Additional Bonds shall be governed by a supplemental bond resolution of the Authority and payment of the debt service on the Additional Bonds shall constitute a Basic Lease Payment payable by the Company.

The Parties agree that the definition of "Basic Lease Payment Date" shall be amended such that the portion that relates to the payment of the Series 2011A Bonds due on February 15, 2015, which corresponding Basic Lease Payment had been due on September 15, 2014 in the amount of \$2,052,289.25, shall henceforth be due and payable on February 15, 2015. Notwithstanding any provision to the contrary in the Prior Program Documents, the Parties agree that the definition of "Basic Lease Payment Date" and "Additional Lease Payment" (Basic Lease Payments and Additional Lease Payments, whether accrued as of the date hereof or to come due in the future, collectively, the "*Company Payment Obligations*") shall be further amended such that, in the event the Company is unable to satisfy any of the Company Payment Obligations (in full and in accordance with the payment schedule set forth in the Program Documents, as amended by this Consent No. 8) due to a lack of available funds, such Company Payment Obligation shall be deferred (after deferral, a "*Deferred Company Payment Obligation*") until the earlier of: (i) the date the Company has sufficient funds on hand to satisfy such Deferred Company Payment Obligation; or (ii) the date the Authority declares, in its sole discretion, that

all or part of the Deferred Company Payment Obligations are due, so long as such date is no earlier than January 1, 2018, all subject to the prohibition against the Authority causing a Tax Benefit Recapture Event, as provided herein. Interest shall accrue at the Overdue Rate on any Deferred Company Payment Obligation.

The Authority may declare some or all of the Deferred Company Payment Obligations, in its sole discretion, to be due in full on any date after January 1, 2018. The Authority shall notify the Company of such action by delivering a notice to the Company (the “*Authority Deferred Payment Due Date Notice*”) specifying: (i) which of the Deferred Company Payment Obligations shall come due; (ii) the date on which such Deferred Company Payment Obligations shall come due; and (iii) which Series 2011 Local Unit Projects the Company shall tender (which shall be consistent with the Pro-Rata Calculation discussed further herein) should it cause an Event of Default for failure to satisfy such Deferred Company Payment Obligations on the designated due date.

Should the Company fail to pay in full the Deferred Company Payment Obligations on the date set forth in the Authority Deferred Payment Due Date Notice, the Company shall be deemed to be in default of its obligation to make Basic Lease Payments and/or Additional Lease Payments, as applicable, which shall accrue into an Event of Default if not cured within five (5) business days, notwithstanding anything to the contrary in the Program Documents. To the extent the Company causes an Event of Default with respect to the Deferred Company Payment Obligations, the Authority hereby agrees to accept, and the Company hereby agrees to tender, the Company’s interest (including, but not limited to, all environmental attributes and revenues generated and to be generated therefrom) in all or a portion of the Series 2011 Local Unit Projects, as directed by the Authority in the Authority Deferred Payment Due Date Notice, which, if less than all Series 2011 Local Unit Projects are tendered, shall off-set the Deferred Company Payment Obligations in accordance with the Pro-Rata Calculations (as defined below). Upon the occurrence of an Event of Default hereunder, the Company hereby agrees to tender its interest in all or a portion of the Series 2011 Local Unit Projects identified by the Authority in the Authority Deferred Payment Due Date Notice.

The Authority may, in its sole discretion, without limitation, direct that the Company transfer the Company’s: (i) full interest in all Series 2011 Local Unit Projects at the same time; (ii) interest in less than all the Series 2011 Local Unit Projects; or (iii) interest in different Series 2011 Local Unit Projects at different times.

To the extent the Authority directs the Company to tender its interest in all of the Series 2011 Local Unit Projects, the Company’s transfer of such interest shall serve to off-set the Company Payment Obligations in full and the Company shall be deemed to have no further obligations under the Program Documents. To the extent the Authority directs the Company to tender its interest in less than all Series 2011 Local Unit Projects, the Company Payment Obligations (including the Deferred Company Payment Obligations) shall be off-set in accordance with the Pro-Rata Calculation. The “Pro-Rata Calculation” dictates that each Series 2011 Local Unit Project tendered shall offset the past due Company Payment Obligations (including the Deferred Company Payment Obligations) in proportion to the percentage of the total Series 2011 Local Unit Projects (in kW) the respective Series 2011 Local Unit represents. By way of example, if the Series 2011 Local Unit Project tendered is 100 kW in capacity, and all the constructed Series 2011 Local Unit Projects, in the aggregate, are 1 MW in capacity, then the tendering of the applicable Series 2011 Local Unit Project shall offset 10% of the Company Payment Obligations (including the Deferred Company Payment Obligations) as of that date. However, the Authority shall not direct the Company to tender its interests in any Series 2011 Local Unit Project, if such transfer of interest would constitute a Tax Benefit Recapture Event.

For avoidance of doubt, nothing herein is intended to forgive any Basic Lease Payments or Additional Lease Payments which would be owed by the Company under the Prior Program Documents, nor does this provision limit other remedies available to the Authority under the Program Documents, including, but not limited to, the acceleration of debt. Furthermore, nothing in this Consent No. 8 is intended to extend the scope of persons or entities responsible for payment of the Company Payment Obligations beyond those so responsible under the Prior

Program Documents and the County Parties hereby agree not to seek recourse against any person or entity other than the Company for any unpaid Company Payment Obligations (including Deferred Company Payment Obligations).

(j) Reserved.

(k) Authority Option to Purchase SRECs. The Authority shall have the continuing option, exercisable in the sole discretion of the Authority, to purchase SRECs held by the Company. Within five (5) days of the Company's receipt of notice that the Authority is executing its option to purchase some or all of the SRECs held by the Company, which notice shall be delivered by the Authority in the form of a completed and executed "Notice for the Purchase and Sale of Renewable Energy Certificates" in the form attached hereto as Appendix D (the "*SREC Purchase Notice*") the Company shall transfer such SRECs to the Authority's PJM GATs account. By execution of this Consent No. 8, the Company shall be bound, without further agreement, to deliver the SRECs so requested by the Authority. Payment terms shall be as stated in the form of SREC Purchase Notice attached hereto.

The Parties further agree that the Authority shall have the right of first refusal prior to the Company's sale of SRECs to any third party. No less than ten (10) days prior to offering to a third party or SREC broker to enter into any binding obligation to sell SRECs to any third party, the Company shall notify the Authority (the "*SREC Third Party Contract Notice*") of its intent to so contract and provide the Authority with the current market prices (in the form of a bid and offer run from a third party broker, if available to the Company), expected transaction price, and minimum offer price at which it is hoping to so contract. The Company shall only bind itself to sell SRECs to such third party should the Authority fail to deliver a completed SREC Purchase Notice prior to the expiration of the ten (10) day period.

The Parties further agree that, unless the sale of such SRECs are effectuated earlier, simultaneously with the execution of this Consent No. 8, or as shortly thereafter as may be practicable, the Company shall execute the sale of all 2015 vintage SRECs currently held by the Company, which are committed to be sold pursuant to the forward SREC contracts previously entered into by the Company. A list of all forward SREC contracts entered into by the Company that were effective as of February 6, 2015 is attached hereto as Appendix E. As of February 6, 2015, it is estimated that the Company had approximately 2500 EY 2015 vintage SRECs committed to such future SREC contracts, the sale of which will result in approximately \$458,500.00 in revenue to the Company, which proceeds shall be referred to as the "*Initial SREC Proceeds*." The proceeds of any future sales of SRECs by the Company, including those sales to the Authority, shall be referred to as the "*Future SREC Proceeds*."

Simultaneously with the execution hereof and on an ongoing basis thereafter, the Company hereby agrees to provide the Authority any and all requested information relating to the Company SREC holdings, including, but not limited to, the number of SRECs held for each energy year and existing contracts under which the Company is bound to sell SRECs to third parties.

The Parties hereby confirm that any forward SREC contracts entered into by the Company prior to the execution of this Consent No. 8 shall be fully honored and that the Company shall deliver SRECs in accordance with the respective contracts. Accordingly, the Authority's continuing option to purchase SRECs from the Company shall be with respect to all SRECs held or to be held by the Company, excluding any SRECs that the Company is contractually bound to sell to third parties pursuant to forward SREC contracts entered into by the Company prior to the execution of this Consent No. 8. The Company hereby agrees, if so directed in writing by the Authority, to undertake commercially reasonable efforts to amend the forward SREC contracts to include the Authority, as a secured creditor of the Company, as assignee of the proceeds of any SREC sales made pursuant to such contracts, such that any payments made pursuant to the forward SREC contracts shall be made directly to the Authority and not the Company, to be applied against Company Payment Obligations in the discretion of the Authority.

To the extent requested by any counter-party to a contract with the Company for the sale of SRECs, including SREC contracts entered into by the Company prior to the execution of this Consent No. 8, the County Parties agree to provide their written consent to the transfer of SRECs by the Company pursuant to such contract and to provide written confirmation that only the proceeds from the sale of SRECs, and not the SRECs themselves, are pledged to the Trustee for security of the Company Payment Obligations, all in a form that is reasonably acceptable to the County Parties and the SREC contract counter-parties. The Company hereby expressly acknowledges that the proceeds of all SRECs generated as part of the Renewable Energy Program have been pledged to the Trustee pursuant to the Program Documents, and nothing herein in any way diminishes, changes, or otherwise adversely affects such pledge.

The Parties hereby agree that all proceeds of SREC sales by the Company, whether Initial SREC Proceeds, Future SREC Proceeds, or proceeds of SRECs that are monetized in a manner not expressly contemplated by this Consent No. 8, shall be deposited directly with the Trustee in the County Security Fund, unless otherwise agreed to in writing by the Authority; however, to the extent existing forward SREC contracts currently require the initial deposit of such proceeds to be made to the Company bank account, such proceeds may be first deposited in the Company account, and the Company shall, as soon as practicable after receipt of such SREC proceeds, transfer such SREC proceeds to the County Security Fund. Nothing herein shall preclude the Authority from requiring in the future that the proceeds of forward SREC contracts be assigned directly to the Authority, as is otherwise authorized by this Consent No. 8. The use of the respective SREC proceeds as required or permitted by this Consent No. 8 shall be effectuated by a subsequent transfer from the County Security Fund.

Notwithstanding anything to the contrary in the Program Documents, the Parties hereby agree that the Authority, with the Consent of the County, may transfer funds on deposit in the County Security Fund to any other account, whether provided for or not under the Bond Resolution, to pay for any costs contemplated under the Program Documents, including this Consent No. 8. The Trustee, upon receipt of a certificate executed by an authorized officer of each of the County and the Authority, shall transfer funds from the County Security Fund as so directed in such certificate.

(l) Payment of Accrued Company Expenses. As of the date hereof, a variety of expenses payable by the Company have accrued, those of which shall be satisfied under this Consent No. 8 set forth on Appendix F attached hereto (the “*Outstanding Company Expenses*”). The Parties hereby agree that the Company shall utilize a portion of the Initial SREC Proceeds to pay for the Outstanding Company Expenses.

(m) Company Expenses Going Forward. The Company shall continue to ensure that any built Series 2011 Local Unit Projects (whether constructed and placed in service as of the date of this Consent No. 8 or hereafter constructed and placed in service) are operated and maintained, and the Company shall further continue to address any emergency or other repair work that may arise with respect to such built Series 2011 Local Unit Projects. For avoidance of doubt, the Company’s obligation to continue providing operations, maintenance, and asset management services shall be the same as under the Prior Program Documents, unless otherwise directed by the Authority in accordance with this paragraph. In addition to costs associated with construction of the Overdue Series 2011 Local Unit Projects, which are addressed elsewhere in this Consent No. 8, the Company will incur expenses on a going forward basis, including: (i) Basic Lease Payments; (ii) Additional Lease Payments; (iii) operations and maintenance, asset management, repairs to existing sites (which the Company shall expeditiously perform upon execution of this Consent No. 8, including ensuring that the roof warranties on all Series 2011 Local Unit Projects, as applicable, are maintained, unless otherwise directed by the Authority), and additional costs as set forth in Appendix G attached hereto (the “*O&M Expenses*”); and (iv) additional expenses which are currently unforeseen (“*Contingency Expenses*”). Any O&M Expenses incurred by the Company shall not exceed the budgeted amounts set forth in Appendix G, absent the express written consent of the Authority. The Parties hereby agree that to the extent the Company incurs expenses on a going forward basis, the Company shall pay any such expenses, first from the Initial SREC Proceeds, and then from the Future SREC Proceeds, in the following priority:

1. O&M Expenses;
2. Contingency Expenses;
3. Basic Lease Payments; and
4. Additional Lease Payments.

However, any Contingency Expenses shall first be approved in writing by the Authority. Furthermore, the Authority shall have the unilateral right, but not the obligation, to utilize an alternate firm to provide any or all of the services reflected by the O&M Expenses, including, but not limited to, operations, maintenance, asset management, accounting, and insurance, and the Company hereby agrees to cooperate in the transition to any replacement firm.

The Company hereby acknowledges that, to the extent the Company has outstanding Company Payment Obligations (including the Deferred Company Payment Obligations), any funds received by the Company, or any future funds received by any affiliate of the Company in connection with the Renewable Energy Projects (exclusive of any funds received by any affiliate to perform operations and maintenance or asset management), from any source other than the Initial SREC Proceeds or Future SREC Proceeds (including funds obtained through any future litigations in connection with the Renewable Energy Projects not precluded by this Consent No. 8 or the Settlement Agreement, but excluding those funds otherwise accounted for in this Consent No. 8 or in the Settlement Agreement) following execution of this Consent No. 8, are, unless otherwise agreed to in writing by the Authority, County, and the Trustee, pledged to the Trustee for security of the Company Payment Obligations and shall therefore be paid promptly to the Trustee upon receipt by the Company. The Company hereby represents that it is signing this Consent No. 8 on behalf of its affiliates with respect to the subject matter of this paragraph, and that it has the authority to so sign.

If the Authority contracts with, or directs the Company to contract with, a person or entity that is not affiliated with the Company to provide operations, maintenance, or asset management services for the Renewable Energy Projects, the Authority shall undertake commercially reasonable efforts to include in any such contracts ("*Third-Party O&M/Asset Management Contracts*") that the Company Indemnified Parties shall have no liability with respect to the Third-Party O&M/Asset Management Contracts and that the Company Indemnified Parties will be indemnified and held harmless from and against any and all claims, damages, liabilities, judgments, awards, costs, losses and expenses (including reasonable attorneys' fees, expenses, and related costs of defense) resulting from any claims, causes of action, lawsuits, and liability arising from or relating to Third-Party O&M/Asset Management Contracts. Any such indemnity obligations (to the extent indemnity is secured by the Authority) shall not be contingent upon or otherwise necessitate any settlement, judgment or award having to first be paid by or on behalf of a Company Identified Party, whether by an insurer or otherwise. Moreover, all Third-Party O&M/Asset Management Contracts shall require at least the same level of insurance coverage as the Company would have been required to obtain under the Prior Program Documents and shall require that the Company be named as an additional insured; however, in lieu of the foregoing insurance requirements, the Authority may decide that the Company shall maintain all necessary insurance, so long as the Authority makes sufficient funds available to pay for such insurance.

(n) Approved Subcontractors. By execution of this Consent No. 8, pursuant to Section 4.8 of the Power Purchase Agreement and based on the representations of the Authority's construction manager for the Series 2011 Projects, the Authority and the County hereby (i) acknowledge receipt from the Service Provider (i.e., the Project Company hereunder) of a request to update the list of approved subcontractors as reflected on Appendix H attached hereto (the "*Approved Subcontractors*"), and (ii) consent to the list of Approved Subcontractors amending and restating the initial list of subcontractors provided as Appendix H to the Power Purchase Agreement. The list of Approved Subcontractors may be amended in the discretion of the Authority through the Authority Overdue Project Direction Notice.

(o) No Off-Set of Company Payments Made Under Settlement Agreement. For avoidance of doubt and notwithstanding anything to the contrary in this Consent No. 8, unless specifically provided for in the Settlement Agreement, to the extent the Company has

outstanding Company Payment Obligations (including Deferred Company Payment Obligations), no revenues generated or obtained by the Company shall be utilized to: (i) reimburse the Company, any of its affiliates, or the principals of the Company or any of its affiliates, for sums paid under the Settlement Agreement; or (ii) pay any expenses of the Company or its affiliates, as payments to such affiliates are limited to approved O&M Expenses and Contingency Expenses.

(p) No Tax Benefit Recapture Event. The County Parties and the Company Parties hereby agree that they shall not undertake any course of conduct that would cause or constitute a Tax Benefit Recapture Event or would jeopardize receipt of Additional 1603 Grant Funds or 1603 Grant proceeds in connection with the Overdue Series 2011 Local Unit Projects.

(q) Administrative Expenses. The County Parties and its consultants have incurred expenses and costs, for which they are entitled to be compensated in the form of Administrative Expenses payable by the Project Company as Additional Lease Payments under the Company Lease Agreement. Such Administrative Expenses or Administrative Expenses which may be incurred hereafter, may be included as a cost component in any Additional Bonds issued by the Authority, in which case repayment shall be deemed a Basic Lease Payment rather than Additional Lease Payment obligation of the Company. Nothing herein shall be deemed to waive the Company's obligation to make Additional Lease Payments to reimburse the Authority or County for its payment of Administrative Expenses that were properly payable by the Company under the Program Documents, or the Company's obligation to pay future Administrative Expenses as Additional Lease Payments.

(r) Development Fees. Notwithstanding anything to the contrary in the Program Documents, the Parties hereby agree that the Company shall not be entitled to any further Development Fees.

(s) Company Funds on Hand. Upon execution of this Consent No. 8 the Project Company and Holding Company shall transfer all funds held in its respective bank accounts, less the amounts to be paid to Power Partners from such accounts and less an amount agreed to in writing by the Authority, if any, to the County Security Fund.

(t) Default and Events of Default. Subject to terms of Sections 3(c), 3(i), and 3(p) of this Consent No. 8, for any other Event of Default or defaults by the Company under the Program Documents as amended by this Consent No. 8, the Company shall be provided, where notice and cure are currently provided under the Program Documents, thirty (30) days to cure Events of Default or defaults, as applicable, from the date notice is provided to the Company. Upon the expiration of such thirty (30) day notice, the Authority, upon the written direction of the County, shall proceed with any and all remedies against the Company provided under the Program Documents as amended by this Consent No. 8.

Section 4. Certifications and Acknowledgments

(a) County Parties Certification. As of the date hereof, each County Party certifies that the Program Documents to which it is a party are in full force and effect and with this Consent No. 8, no County Party to such Program Documents is in default thereunder, and, to the knowledge of each County Party, no facts or circumstances exist which currently constitutes a default, currently gives right to a termination right thereunder or if not rectified prior to expiration of a cure period provided therein would constitute a default or give rise to a termination right thereunder.

(b) Company Party Certification. The Company and the Holding Company hereby certify that as of the date hereof, the Company Parties do not have access to, and do not reasonably anticipate future access to, any source of funds relating to the Renewable Energy Projects, exclusive of (i) any funds received by the Company Parties to perform operations and maintenance or asset management services (if applicable); and (ii) those funds expressly addressed in the Settlement Agreement or this Consent No. 8. For the avoidance of doubt, this Company Party Certification is exclusive of all fees earned prior to the execution of this Consent No. 8.

Section 5. Miscellaneous.

(a) Governing Law; Severability. This Consent No. 8 shall be governed by the laws of the State of New Jersey. If any one or more of the covenants or the agreements to be performed by any Party pursuant to this Consent No. 8 is determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein, and shall in no way affect the validity of the remaining provisions of this Consent No. 8.

(b) Release by Trustee. The Trustee hereby releases the SunLight Released Parties (as defined in the Settlement Agreement) and the Power Partners Released Parties (as defined in the Settlement Agreement) to the same extent as the SunLight Releasing Parties and the Power Partners Releasing Parties released the Trustee pursuant to Article IV.B and Article IV.F, respectively, of the Settlement Agreement. The Trustee further consents to the Authority's and the County's release of the SunLight Released Parties and the Power Partners Released Parties on behalf of the Trustee, through the Settlement Agreement.

(c) Release by Overdue Series 2011 Local Units. The County and Authority shall employ reasonable efforts to secure the release by all Overdue Series 2011 Local Units of all potential claims against the County Parties, Company Parties, and Power Partners as set forth in this paragraph. The extent of the release to be pursued by the County Parties is set forth in Appendix B. The County Parties shall not seek the release of claims in connection with the Series 2011 Local Unit Projects that have been constructed and placed in service as of the date of this Consent No. 8. To the extent the County Parties have not secured the release of any Overdue Series 2011 Local Units within ninety (90) days of the date of this Consent No. 8, the County and the Authority shall indemnify the Company Parties from any claims later brought by any such Overdue Series 2011 Local Units in connection with the Renewable Energy Program. The County and the Authority shall not indemnify the Company Parties in connection with any claims brought in connection with any of the Series 2011 Local Unit Projects that have been constructed and placed in service as of the date of this Consent No. 8.

(d) Exclusive Benefit of Parties. Except for the SunLight Released Parties and the Power Partners Released Parties, who will be released by the Trustee pursuant to this Consent No. 8, and who shall be deemed third party beneficiaries to this Consent No. 8 solely with respect to such release, this Consent No. 8 is made for the sole and exclusive benefit of the Parties hereto and nothing contained herein expressed or implied is intended or shall be construed to confer upon any other person any right, remedy or claim under or by reason of this Consent No. 8.

(e) Counterparts. This Consent No. 8 may be executed in several counterparts, and when at least one counterpart has been fully executed by each Party hereto, this Consent No. 8 shall become binding on all of the Parties hereto. All or any of the counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(f) Binding on Successor and Assigns. This Consent No. 8 shall be binding upon the Parties and upon their respective successors, transferees and assigns and shall inure to the benefit of and shall be enforceable by the Parties and their respective successors, transferees and assigns.

(g) Assignment. This Consent No. 8 may not be assigned by any Party without the prior written consent of the non-assigning Parties hereto.

(h) Amendment or Supplement. This Consent No. 8 shall not be repealed, revoked, altered or amended or supplemented in whole or in part without the prior written consent of all of the Parties hereto.

(i) Notices. Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, or any other documents to be delivered to each Party, all in connection with this Consent No. 8, must be in writing and may be delivered

personally, by telecopy, by e-mail, or by overnight, certified or registered mail. Such notice or document shall be given to the applicable Party at their respective addresses set forth in the Program Documents, or at such other address as any Party may hereafter designate to the other Parties hereto in writing.

(j) Authorization. The Parties represent, warrant and covenant to each other that each has the right, power and authority to enter into this Consent No. 8 and consummate the transactions contemplated hereby.

(k) Enforceability and Effectiveness of this Consent No. 8. This Consent No. 8 shall be binding and enforceable in accordance with the respective terms hereof against the County Parties and the Company Parties upon their execution and delivery hereof, notwithstanding the fact that the Overdue Series 2011 Local Units shall be authorizing and executing this Consent No. 8 serially over the course of time, at which time (of authorization and execution by such Overdue Series 2011 Local Units) this Consent No. 8 shall also be binding and enforceable in accordance with the respective terms hereof against such Local Units. Upon execution by the County Parties and the Company Parties and delivery hereof, this Consent No. 8 shall also be binding and enforceable in accordance with the respective terms hereof against the Series 2011 Local Units, exclusive of the Overdue Series 2011 Local Units, which shall be provided with a copy hereof upon the final execution and delivery hereof.

(l) Reaffirmation. Except as the Program Documents are expressly amended and/or supplemented hereby, all of the Parties hereto reaffirm the existing provisions, terms and conditions of their respective Program Documents, which remain in full force and effect.

(m) All other provisions of Consent No. 7 shall remain in full force and effect.

[signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures the day first above written intending to be legally bound hereby.

THE SOMERSET COUNTY IMPROVEMENT
AUTHORITY

[SEAL]

By: _____

Name: Michael J. Amorosa,

Title: Chairman

ATTEST:

By: _____

Name: Matthew D. Loper

Title: Secretary

COUNTY OF SOMERSET, NEW JERSEY, as
guarantor of the Series 2011 Bonds, and as 100%
holder of the Series 2011B-2 Bond

By: _____

Name: Mark Caliguire

Title: Freeholder Director

ATTEST:

By: _____

Name: Kathryn Quick

Title: Deputy Clerk of the Board of Chosen Freeholders

SUNLIGHT GENERAL SOMERSET
SOLAR LLC

By: SunLight General Capital
Management, LLC, its Manager

By: _____

Name: Stacey L. Hughes

Title: Authorized Representative

ATTEST:

By: _____

Name: William C. Zachary

Title: Authorized Signatory

SUNLIGHT GENERAL SOMERSET
HOLDINGS LLC

By: SunLight General Capital
Management, LLC, its Manager

By: _____

Name: Stacey L. Hughes

Title: Authorized Representative

ATTEST:

By: _____
Name: William C. Zachary
Title: Authorized Signatory

SUNLIGHT GENERAL CAPITAL
MANAGEMENT, LLC

By: SunLight General Capital, LLC, its
Manager

By: _____
Name: David Wolf
Title: Authorized Representative

ATTEST:

By: _____
Name:
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as
Trustee under the Bond Resolutions

BY: _____
Name: Paul D. O'Brien
Title: Vice President

ATTEST:

By: _____
Name: Rick Barnes
Title: Vice President

[balance of execution signature page intentionally left blank]

Appendix A

[Settlement Agreement]

Appendix B

[Acknowledgement by Overdue Series 2011 Local Units]

Acknowledgement to Consent No. 8 by Overdue Series 2011 Local Units.

For the purposes of Consent No. 8, the following Series 2011 Local Units shall constitute the “*Overdue Series 2011 Local Units*”:

1. Warren Township; and
2. Bridgewater Township.

By execution of this Consent No. 8, the Overdue Series 2011 Local Units expressly acknowledge that notwithstanding any provision to the contrary in the existing Program Documents, the Parties agree that (i) Sections 201(b) and 510(e) of the Company Lease Agreement, (ii) Sections 3.2 and 3.6(a) of the Power Purchase Agreement, (iii) Section 5.02(3)(b) of the Bond Resolution, and (iv) any other relevant provisions of the Program Documents, effective for all purposes therein, are hereby amended such that the Required Completion Date for the Series 2011 Local Units’ (inclusive of the Overdue Series 2011 Local Units) respective Series 2011 Projects shall be December 31, 2015, unless otherwise notified by the Authority in accordance with Section 3(c) of this Consent No. 8.

By execution of this Consent No. 8, the Overdue Series 2011 Local Units further acknowledge that, for the purposes of calculating the timeframe between execution of the applicable License and Access Agreement (Somerset County Renewable Energy Program, Series 2011), and submission of the application for the SREC Registration Program (“SRP”), the date of execution of this Consent No. 8 by the respective Overdue Series 2011 Local Unit, shall be deemed to constitute the execution date of the applicable Local Unit License Agreement.

The Overdue Series 2011 Local Units further, for themselves and their past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a “Local Unit Releasor,” and, collectively, the “Local Unit Releasors”), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, all of the Somerset County Released Parties, SunLight Released Parties, and Power Partners Released Parties (all as defined in the Settlement Agreement), (each a “Released Party” and, collectively, the “Released Parties”), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Somerset County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys’ fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program. By execution of this Consent No. 8, the Released Parties hereby agree to release each Overdue Series 2011 Local Unit that executes this Consent No. 8, to the same extent as the respective Overdue Series 2011 Local Unit has released the Released Parties.

WARREN TOWNSHIP,
as Licensors

By: _____
Name: _____ Dated _____
Title: _____

ATTEST:

By: _____
Name: _____ Dated _____
Title: _____

BRIDGEWATER TOWNSHIP,
as Licensor

By: _____
Name: _____ Dated _____
Title: _____

ATTEST:

By: _____
Name: _____ Dated _____
Title: _____

Appendix C

[Attaching Draw Papers Requesting Payment to Power Partners]

DRAW PAPERS

February __, 2015

U.S. Bank National Association, as Trustee

Re: The Somerset County Improvement Authority
County of Somerset Guaranteed Renewable Energy Program Lease Revenue
Bonds, Series 2011 (the "Series 2011 Bonds")

Dear Sir or Madam:

Pursuant to (i) Section 510(c) of that certain "Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)" dated as of August 1, 2011 (the "Company Lease Agreement") by and between The Somerset County Improvement Authority (the "Authority"), as lessor, and Sunlight General Somerset Solar, LLC, a New Jersey limited liability company (the "Company"), as lessee, and (ii) Section 5.02(2) of the Authority's bond resolution duly adopted May 10, 2011 and entitled "Resolution Authorizing the Issuance of County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 and Additional Bonds of The Somerset County Improvement Authority", as amended and supplemented, and (iii) with respect to the Renewable Energy Projects, or as applicable, any Completion Project related thereto (the "Renewable Energy Projects") being developed for any Series 2011 Local Unit (the "Licensor") (capitalized terms not defined in this Certificate shall have the respective meanings ascribed to such terms in the Company Lease Agreement), the Company, by its Authorized Officer stated below, DOES HEREBY CERTIFY and REQUISITION moneys on deposit in the Project Fund and held by U.S. Bank National Association, as trustee (the "Trustee") for the holders of the Series 2011 Bonds, as follows:

1. The Trustee is hereby requested to pay \$11,187,661.00 from moneys on deposit in the Project Fund equal to the aggregate Project Costs for which payment or reimbursement is being sought by this requisition, \$11,187,661.00 of which aggregate amount shall be payable in accordance with Schedule A attached hereto:

2. (a) Such payment obligation, for which funds have been requested in accordance with Section 1 of this Requisition, (i) has been properly incurred in accordance with the Plans and Specifications, (ii) is an item of the Cost of such Project, (iii) is a proper charge against the Project Fund, (iv) has not been the basis of any previous withdrawal, and (v) attached hereto is a bill, invoice, receipt or other evidence that payment on such Project Cost is due and owing or has been paid by or on behalf of the Company. This Requisition, together with any such attachments contemplated by clause (v) above, shall constitute Draw Papers submitted on a Draw Date for all purposes of the Company Lease Agreement, the Bond Resolution and the Local Unit License Agreement for the Licensor. The Company represents that the conditions of this Section 2(a) have been met to the best of its knowledge.

[Remainder of page left intentionally blank.]

The SOMERSET COUNTY IMPROVEMENT
AUTHORITY hereby waives the Draw Paper Ratio
this ____ day of February, 2015.

By: _____
Name: Michael J. Amorosa
Title: Chairman

3. This requisition may be executed, acknowledged and accepted in any number of counterparts, each of which may be executed by one or more of the respective parties, and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Very truly yours,

SUNLIGHT GENERAL SOMERSET SOLAR,
LLC

By: Sunlight General Capital
Management, LLC, its Manager

By: _____
Name: Stacey L. Hughes
Title: Authorized Signatory

ATTEST:

By: _____
Name:
Title:

The form (only) of this Requisition is hereby
 ACKNOWLEDGED by THE SOMERSET
 COUNTY IMPROVEMENT AUTHORITY this
 ___ day of February, 2015.

By: GABEL ASSOCIATES, INC., AS
 CONSTRUCTION MANAGER

By: _____
 Name:
 Title:

Schedule A
 [To Draw Papers]

Requisition Payment Schedule

Date	Amount to be paid from Administrative Expense Account
Upon notification to the Trustee that Power Partners has filed with the Supreme Court of New Jersey correspondence consenting to the dissolution of the stay of the Trial Court's order discharging Power Partners' Municipal Mechanics Liens and limiting the scope of its Construction Liens.	\$11,187,661.00 all of which shall be paid to Power Partners Mastec, LLC via wire transfer.

Power Partners Mastec, LLC Wire Instructions:

Bank Name: Bank of America, NA
 ABA / Routing #: 026009593
 Address: 100 N Tryon St
 City, State: Charlotte, NC 28255
 Beneficiary Name: Wanzek Construction, Inc.
 Address: 2028 2nd Avenue NW
 City, State: West Fargo, ND 58078
 Account Number: 4427090042

Appendix D

[Form of SREC Purchase Notice]

NOTICE FOR THE PURCHASE OF RENEWABLE ENERGY CERTIFICATES

Buyer: Somerset County Improvement Authority
 One Spring Street
 Newton, New Jersey 07860

Seller: SunLight General Somerset Solar, LLC
 501 Fifth Avenue, Suite 602
 New York, New York 10017

The purpose of this "Notice" is to confirm the terms and conditions of the brokered or written transaction between SunLight General Somerset Solar, LLC ("Seller") and the Somerset County Improvement Authority ("Buyer") as of the Effective Date (the "Transaction"). Seller and Buyer are each referred to as a "Party" and, collectively, as the "Parties."

The terms of the Transaction to which this "Notice" relates are as follows:

Trade Date:	[]
Effective Date:	[]
Trade ID(s):	
Seller:	SunLight General Somerset Solar, LLC
Buyer:	Somerset County Improvement Authority
Product:	New Jersey Solar Renewable Energy Certificates ("SRECs") with valid currently executable certificate IDs.
Reporting Year(s):	[]
Contract Quantity:	[]
Contract Price:	See below
Total Contract Price:	See below
Payment	See below

1. *Product Delivery.* SRECs will be delivered on the GATs platform. Seller shall initiate the transfer on or before [], the "Delivery Date."

2. *Payment.* The total Contract Price shall be the exact net amount Buyer realizes from the re-sale of the Product (gross sales price less any applicable transaction fees imposed upon Buyer for use of the PJM GATS platform and less any applicable brokerage fees) such resale to be initiated within one-hundred eighty (180) days of delivery of the SRECs in accordance with paragraph 1 above. The Parties acknowledge and hereby consent that the proceeds of the sale of the Product shall be remitted, in the sole discretion of the Buyer: (i) directly to the Seller and used in the priority set forth in that certain "Amendment and Consent No. 8 (Somerset County Renewable Energy Program Series 2011)," dated [], by and among the Buyer and Seller, among others ("*Consent No. 8*")"; or (ii) directly to the Trustee (as defined in Consent No. 8) for the benefit of the Seller, to offset: (a) first the Seller's next Basic Lease Payment owed as of the date Buyer receives proceeds from the sale of such SRECs; and (b) next, any outstanding Company Payment Obligations (as defined in Consent No. 8), including Deferred Company Payment Obligations (as defined in Consent No. 8). Notwithstanding the foregoing, if the Company has no payment obligations under subsection (i) or (ii) of this paragraph no. 2, the proceeds of the sale of the Product shall be remitted directly to the Seller without restriction.

3. *Term.* This Notice shall be deemed effective on the Effective Date and shall terminate on the date on which both Parties have completed the performance of their obligations hereunder, unless earlier terminated pursuant to the terms hereof.

BUYER:

By: _____
 Name: Michael J. Amorosa
 Title: Chairman
 Date: _____

Appendix E

[List of forward SREC contracts]

Outstanding SREC Forward Contracts – Somerset (as of 2/6/15)							UNPAID
Trade Date	Effective Date	Counterparty	Broker Fee	Vintage	Quantit y	Price	Total

2/11/2014	5/2/2014	Noble Americas Gas & Power Corp.	\$ -	2015	500	\$ 180	\$90,000
2/11/2014	5/2/2014	Noble Americas Gas & Power Corp.	\$ -	2016	500	\$ 180	\$90,000
2/12/2014	3/18/2014	Exelon Generation Co., LLC	\$ 750	2015	500	\$ 182	\$91,000
2/12/2014	3/18/2014	Exelon Generation Co., LLC	\$ 750	2016	500	\$ 182	\$91,000
2/12/2014	4/16/2014	TransCanada Power Marketing Ltd.	\$ 500	2015	500	\$ 185	\$92,500
2/12/2014	4/16/2014	TransCanada Power Marketing Ltd.	\$ 500	2016	500	\$ 185	\$92,500
5/14/2014	5/29/2014	Exelon Generation Co., LLC	\$ -	2015	1000	\$ 185	\$185,000
5/14/2014	5/29/2014	Exelon Generation Co., LLC	\$ -	2016	1000	\$ 185	\$185,000
5/14/2014	5/29/2014	Exelon Generation Co., LLC	\$ -	2017	1000	\$ 185	\$185,000

Appendix F

[Schedule of Outstanding Company Expenses]

Summary of Outstanding County Invoices		
Payee	Total Amount	Description
KMB	\$21,435	Engineering for new sites
Hurricane Hill	\$1,022	Placards/signs (safety)
Garland	\$1,633	Final site inspection
Merrill Corp.	\$2,390	Court Reporting
Pashman Stein	\$12,311	Past due legal services
Also Energy	\$14,460	Warren DPW equipment (received)
Novogradac: Audit	\$24,500	2013 Audit
Reznick: Audit Transition	\$7,500	2013 Audit
Novogradac: Safe Harbor & AUP	\$17,500	2013 Audit
SunLight General Capital Management, LLC	\$10,179	February 2015 Asset Management (if not previously paid)
Azimuth 180	\$7,859	February 2015 O&M (if not previously paid)

Appendix G

[Schedule of O&M Expenses]

Summary of Expected County Invoices	
Monthly Expenses	Cost
Preventative O&M	\$7,859
Asset Management	\$10,179
Panel Storage	\$1,105
Annual Expenses	
Accounting: Audit & Tax	\$22,000
Insurance	\$68,630
1 Season of Grass Cutting	\$2,944
Winter Budget for Emergencies	\$10,000; to be paid in accordance with Consent No. 8
Special/One-off	

Contingency (parts...)	Actual expenses to be paid in accordance with Consent No. 8
Acct for Additional Sect. 1603 (incl. AUP)	<i>Firm quote shall be presented by auditor (Novogradac) (currently estimated to be \$500 - \$1000 per site)</i>
<u>Repair of Existing Sites</u>	
Somerset VoTech Lighting Repair	\$1,000
Solectria inverter repairs	\$667
Additional Meters and Materials Contingency	\$2,000

Appendix H

[List of Approved Subcontractors]

<u>Approved Subcontractors and Vendors</u>	
<u>Solar Installers/Electric</u>	<u>Engineering Design</u>
POWER PARTNERS MASTEC, LLC	KMB DESIGN GROUP, LLC.
ROWE ELECTRIC	HAMMER LAND ENGINEERING
ZENSKY ELECTRICAL CONTRACTORS	INNOVATIVE ENGINEERING, INC.
EAST COAST ALTERNATIVE ENERGY	<u>Canopies (Powder-coated finish only)</u>
BOZ ELECTRIC	PROTEK
BAM SOLAR ENERGY	SOLAR VENTURES
HELIOS SOLAR ENERGY	CRIDER AMERICAS
LAMANNA ELECTRIC	BAJA
ALLIED ELECTRIC	SOLAR SYSTEMS ERECTORS
PRO-TEK SUBCONTRACTORS:	EVERGREEN RACKING
*DIXIE CONSTRUCTION	SKYLINE STEEL
*RAPID ERECTORS	*IES SUBCONTRACTOR
*PRECISION DRILLING	*21 CENTURY
HUEN ELECTRICAL	SOLAIRE GENERATION
UNION ELECTRIC	<u>Inverter Manufacturer</u>
SOLAR ENERGY SYSTEMS	PV POWERED (ADVANCED ENERGY)
LIGHTON INDUSTRIES	SOLECTRIA RENEWABLES, LLC
KG RENEWABLES ENERGY	SMA
IES COMMERCIAL INC.	<u>Additional Vendors</u>
21 CENTURY	DOWNS TREE SERVICE
BARRIER ELECTRIC	ACTION TREE SERVICE
EJ ELECTRICAL	SOUTHERN EXPOSURE SOLAR (QA / QC)
PRO-TECH	ALSOENERGY (parent to Deck Monitoring)
STAR-LO ELECTRIC	<u>Racking & Steel</u>
SAL ELECTRIC	SCHLETTER**
SODON ELECTRIC	PANEL CLAW
MEHL ELECTRIC	SUNLINK
MULTI-PHASE	RBI
MILLER BROTHERS	STRUCTURAL STEEL FABRICATORS
SUNDURANCE	CANAM STEEL
J. FLETCHER CREAMER	DPW SOLAR
TETRA TECH SOLAR	ADVANCED SOLAR**
MARTIFER	GAMECHANGE RACKING
VANGUARD	** Ground-Mount systems only
SOUTHERN EXPOSURE SOLAR	*** Roof-Mount system
CMI ELECTRIC	
PFISTER ENERGY	
PURE POWER SYSTEMS	
INENERGY INC	
GEHRLICHER	
CONERGY	
EVERGREEN SOLAR SERVICES	
ADVANCED SOLAR PRODUCTS	
WF LUBECK	
EFFICIENT ELECTRIC, LLC	
RAY ANGELINI INC.	

Exhibit B

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) dated as of February __, 2015 (the “Effective Date”), is entered into by and among Power Partners MasTec, LLC (“Power Partners”), the Somerset County Improvement Authority (the “SCIA”), the County of Somerset (“Somerset County,” together with the SCIA, the “Somerset County Parties”), SunLight General Somerset Solar, LLC (the “SunLight Somerset Project Company”), SunLight General Somerset Holdings, LLC (“SunLight Somerset Holdings”), SunLight General Capital LLC, SunLight General Capital Management, LLC, Azimuth 180 Solar Electric, LLC, and Cedar Hill Development Company, LLC (the SunLight Somerset Project Company, SunLight Somerset Holdings, SunLight General Capital LLC, SunLight General Capital Management, LLC, Azimuth 180 Solar Electric, LLC and Cedar Hill Development Company, LLC are hereinafter collectively referred to as the “SunLight Entities”), Stacey Hughes, Edouard Klehe, James Mann, David Wolf, and Bill Zachary (Stacey Hughes, Edouard Klehe, Bill Zachary, James Mann, and David Wolf are hereinafter collectively referred to as the “Settling Principals”). Each of the foregoing shall be a “Party” and sometimes together the “Parties.”

WHEREAS, the SCIA and the SunLight Somerset Project Company executed a Power Purchase Agreement dated August 1, 2011 (the “PPA”), wherein the SunLight Somerset Project Company agreed to, among other things, design and construct solar electric generating facilities (“SGFs”) at various local government sites in Somerset County (each a “Somerset County Local Unit”), and to deliver and sell the electricity generated by such SGFs to such Somerset County Local Units for a period of fifteen (15) years;

WHEREAS, in August 2011, the SCIA executed License and Access Agreements (“Site Access Agreements”) with each Somerset County Local Unit;

WHEREAS, the SCIA and the SunLight Somerset Project Company executed a Lease Purchase Agreement dated August 1, 2011 (the “Lease”) wherein the parties to the Lease agreed, among other things, that: the SunLight Somerset Project Company would construct the SGFs; the SCIA would issue municipal bonds guaranteed by Somerset County to fund a portion of the costs to design and construct the SGFs (the “Project Funds”); and the SunLight Somerset Project Company would make lease payments as provided for in the Lease from, among other sources, revenue from the sale of electricity generated by the SGFs (“PPA Revenue”) and revenue from the sale of Solar Renewable Energy Certificates (“SRECs”);

WHEREAS, the expenditure of the Project Funds is governed by that certain “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” adopted by the SCIA on May 10, 2011, as subsequently amended and supplemented (the “Bond Resolution,” together with the Site Access Agreements, the PPA, and the Lease(and all amendments to such documents) the “Program Documents”);

WHEREAS, Somerset County's program for constructing the SGFs at the Somerset County Local Units, as contemplated by the Program Documents, shall be referred to herein as the "Somerset County Renewable Energy Program";

WHEREAS, the Program Documents have been amended by, among other things, as set forth in the Amendment and Consent No. 8 by and among the Somerset County Parties, certain of the SunLight Entities, U.S. Bank, National Association (the "Trustee") and the Overdue Series 2011 Local Units, as defined in Exhibit A attached hereto ("Consent No. 8");

WHEREAS, further amendments to the Program Documents, including, but not limited to, amendments relating to the disposition of the Project Funds and the form of requisition for drawing down same, may only be effectuated with the consent of all Amendment and Consent Parties, through a subsequent amendment and consent;

WHEREAS, on August 24, 2011, the SunLight Somerset Project Company and Power Partners executed a Turnkey Design, Engineering, Procurement and Construction Contract (the "Somerset EPC Contract");

WHEREAS, Power Partners designed and constructed SGFs at certain Somerset County Local Unit sites (the "Constructed Somerset SGFs");

WHEREAS, a number of SGFs contemplated by the Program Documents (but not designed by Power Partners) remain unconstructed (the "Unbuilt Somerset SGFs");

WHEREAS, during the course of construction of the Constructed Somerset SGFs, certain disputes arose among Power Partners and the SunLight Somerset Project Company concerning the amount due Power Partners under the Somerset EPC Contract;

WHEREAS, on or about January 31, 2013, Power Partners filed a Municipal Mechanics' Lien Notice in connection with the Somerset EPC Contract in the amount of \$19,924,000 (the "Municipal Mechanics' Lien");

WHEREAS, by Order dated March 7, 2013, the Superior Court of New Jersey, Law Division, Civil Part, Morris County, in a matter captioned Morris County Improvement Authority, et al. v. Power Partners MasTec, LLC, et al., and bearing Docket No. MRS-L-406-13, discharged the Municipal Mechanics' Lien (the "Discharge Order") and subsequently limited the scope of the Construction Lien pursuant to an Order dated June 24, 2013 (the "Construction Lien Order");

WHEREAS, on April 1, 2013, Power Partners filed a construction lien in connection with the Somerset EPC Contract in the amount of \$19,925,797.69 with the Somerset County Clerk (the "Construction Lien");

WHEREAS, on June 26, 2013, Power Partners commenced an action in the United States District Court for the District of New Jersey ([the “District Court”](#)) captioned Power Partners MasTec, LLC v. Morris County Improvement Authority, et al., and bearing Civil Action No. 13-cv-03956 (the “Federal Court Action”);

WHEREAS, on or about March 20, 2014, Power Partners filed a Complaint to foreclose its Municipal Mechanics’ Lien in the Superior Court of New Jersey, Law Division, Civil Part, Somerset County, in a matter captioned Power Partners Mastec, LLC v. SunLight General Somerset Solar, LLC, et al., and bearing Docket No. SOM-L-386-14 (the “Municipal Mechanics’ Lien Foreclosure Action”);

WHEREAS, on or about December 18, 2013, Power Partners filed a Complaint to foreclose its Construction Lien in the Superior Court of New Jersey, Law Division, Civil Part, Somerset County, in a matter captioned Power Partners Mastec, LLC v. SunLight General Somerset Solar, LLC, et al., and bearing Docket No. SOM-L-1666-13 (the “Construction Lien Foreclosure Action”);

WHEREAS, on or about July 28, 2014, the Supreme Court of New Jersey granted Power Partners’ Petition for Certification in connection with [its appeal of](#) the Discharge Order and Construction Lien Order;

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of Power Partners [and against the SunLight Somerset Project Company related to the Somerset EPC Contract](#) in the amount of \$23,573,863 in connection with an arbitration [among Power Partners and the SunLight Somerset Project Company](#) before the American Arbitration Association and bearing Case No. 13 158 Y 02045 12 (the “Arbitration”);

WHEREAS, on August 19, 2014, Power Partners filed a Petition to Confirm the Arbitration Awards in the District Court in a matter captioned Power Partners MasTec, LLC v. SunLight General Somerset Solar, LLC, et al., and bearing Docket No. 14-cv-5155 (the “Confirmation Action”);

WHEREAS, on September 22, 2014, the District Court entered a Consent Order in the Confirmation Action wherein the SunLight Somerset Project Company and SunLight Somerset Holdings agreed to certain injunctive relief provided for therein (the “Consent Order”);

WHEREAS, on November 13, 2014, the SunLight Somerset Project Company filed a motion to Vacate, Modify, or Correct Arbitration Awards Pursuant to the Federal Arbitration Act, 9 U.S.C. § 10-13;

WHEREAS, on or about November 14, 2014, the panel of arbitrators in the Arbitration entered a Final Award in [connection with the Somerset EPC Contract in](#) favor of Power Partners [and against the SunLight Somerset Project Company](#) in the amount of \$774,202.10 in attorneys’ fees, \$324,131.06 in costs, \$208,312.91 in administrative expenses, and \$1,803,289 in pre-award interest, which the SunLight Entities and Settling Principals believe was still subject to challenge prior to the date hereof and the effectiveness of this Agreement;

WHEREAS, the Trustee is currently holding \$11,826,392.74 in remaining Project Funds;

WHEREAS, as of February 6, 2015, the SunLight Somerset Project Company and SunLight Somerset Holdings were holding \$594,362.78 and \$3,631,597.82, respectively, in accounts at JP Morgan Chase;

NOW THEREFORE, in consideration of and for the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

Whereas Clause Incorporation. The precatory clauses (“Whereas”) are incorporated herein and made a part of this Agreement as if set forth at length herein, provided, however, that the same shall not be treated as a full or complete statement of applicable historical events that led to this settlement. Further, unless otherwise stated herein below, such precatory clauses shall not be deemed to be representations or warranties of any Party.

ARTICLE I: SETTLEMENT CONSIDERATION

A. SunLight Somerset Project Company and SunLight Somerset Holdings Cash on Hand. Within one (1) business day of the Effective Date, and following entry of a stipulated order vacating the Consent Order in the Confirmation Action, attached hereto as Exhibit B, the SunLight Somerset Project Company and SunLight Somerset Holdings shall wire Power Partners \$594,362.78 and \$3,631,597.82, respectively. The SunLight Somerset Project Company and SunLight Somerset Holdings shall also cause to be wired to Power Partners within one (1) business day of the Effective Date, one third of any attorney retainer funds for which services have not been rendered, held as of the date hereof that were transferred from the SunLight Somerset Project Company or SunLight Somerset Holdings, including, but not limited to, those funds held by Pashman Stein, P.C. and Cole Schotz P.C. (the “Retainer Funds,” and collectively with the funds held by the SunLight Somerset Project Company and SunLight Somerset Holdings, the “SunLight Cash Payment”), to the following account:

Bank Name:	Bank of America, NA
ABA / Routing #:	026009593
Address:	100 N Tryon St
City, State:	Charlotte, NC 28255
Beneficiary Name:	Wanzek Construction, Inc.
Address:	2028 2nd Avenue NW
City, State:	West Fargo, ND 58078
Account Number:	4427090042

Power Partners directs that all payments hereunder shall be made to the bank account of Wanzek Construction Inc. (“Wanzek”) and that such payments to Wanzek’s bank account shall be

deemed to have been made in full and complete satisfaction of such payment obligations to Power Partners. All other payments to Power Partners made pursuant to this Agreement shall be made via wire transfer to the above account.

B. Somerset Project Funds. Within one (1) business day of the Effective Date, the SunLight Somerset Project Company and the SCIA shall submit the draw papers attached hereto as Exhibit C to the Trustee requesting the release of \$11,187,661.00 to Power Partners from the Project Fund (the “Draw Funds”). The Trustee shall wire the Draw Funds to Power Partners in accordance with Consent No. 8.

C. Payment by the Somerset County Parties. Within sixty (60) days of the Effective Date, the SCIA and/or Somerset County shall pay Power Partners the sum equal to \$22,364,994.00 less the Draw Funds and less the SunLight Cash Payment (the “Somerset Cash Payment”). The SCIA and/or Somerset County may, if authorized under Consent No. 8 and at their discretion, cause all or a portion of the Somerset Cash Payment to be wired to from the remaining Project Funds after the payment of the Draw Funds to Power Partners.

D. Additional 1603 Grant Funds. Within thirty (30) days of the Effective Date, the SunLight Somerset Project Company shall prepare and submit additional requests to the United States Department of Treasury (“Treasury”), requesting grant funds pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009 (“1603 Grant Funds”) for the Constructed Somerset SGFs based on any relevant and applicable information that was not available to the SunLight Somerset Project Company when it previously applied to Treasury for 1603 Grant Funds for the Constructed Somerset SGFs (“Additional 1603 Grant Funds”), including, but not limited to, the adjusted price for the Somerset EPC Contract as determined in the Arbitration. Within two (2) business days of receipt of any portion of the Additional 1603 Grant Funds, the SunLight Somerset Project Company shall wire those funds as received up to the aggregate amount of \$256,006.00 to Power Partners (the “Minimum Additional Funds”). Through Consent No. 8, the Trustee has agreed to subordinate any lien in favor of the Trustee in an amount equal to the Minimum Additional Funds in connection with the Additional 1603 Grant Funds. Power Partners and the Somerset County Parties shall equally advance the accounting costs associated with the preparation and filing of the Additional 1603 Grant Fund applications for the SunLight Somerset Project Company (“1603 Accounting Costs”). On receipt of any Additional 1603 Grant Funds, the SunLight Somerset Project Company shall reimburse the 1603 Accounting Costs to Power Partners and the Somerset County Parties, before Power Partners receives any credit against the Minimum Additional Funds. To the extent the SunLight Somerset Project Company receives more Additional 1603 Grant Funds than necessary to pay the Minimum Additional Funds, Power Partners shall be paid fifty (50) percent of such excess proceeds as received. Power Partners shall have no rights to the remaining fifty (50) percent of such excess proceeds, which shall be applied in accordance with Consent No. 8. Power Partners and the Somerset County Parties shall timely supply the SunLight Somerset Project Company with any and all necessary information needed in connection with the applications for the Additional 1603 Grant Funds.

- i. The SunLight Somerset Project Company estimates, but does not warrant, that it may be entitled to approximately \$1,836,000.00 of Additional 1603 Grant Funds based on the Arbitration awards rendered in connection with the Somerset EPC Contract. The SunLight Somerset Project Company will use good faith efforts, but no less than the efforts employed in connection with the original 1603 grant applications, to maximize the amount of Additional 1603 Grant Funds. Power Partners and the Somerset County Parties shall have the right, but not the

obligation, to review and approve all such applications prior to submission to Treasury.

E. Discharge of Liens and Claims. Within three (3) business days of the Effective Date, Power Partners shall withdraw any and all liens it has filed in connection with the Somerset County Renewable Energy Program, including, but not limited to, all liens filed pursuant to the Municipal Mechanics' Lien Law and the Construction Lien Law. Within forty-five (45) days of the Effective Date, Power Partners shall also secure the discharge of, or post a bond discharging, all liens filed by any of Power Partners' direct or indirect subcontractors who performed work on the Somerset County Renewable Energy Program in connection with the Somerset EPC Contract (the "Power Partners Directed Work"). If Power Partners fails to secure the discharge of any lien for Power Partners Directed Work within forty-five (45) days, the Somerset County Parties shall have the right to withhold the applicable portion from any moneys owed to Power Partners by the Somerset County Parties pursuant to this Agreement until the lien discharge is secured or bonded. Power Partners shall also satisfy, secure the release of, or defend and indemnify the Trustee, the Somerset County Parties, the Somerset County Local Units, and the SunLight Entities and Settling Principals for any additional liens or lawsuits for non-payment by subcontractors related to the Power Partners Directed Work. A listing of all known liens and lawsuits for non-payment arising from the Power Partners Directed Work is attached hereto as Exhibit E. If additional liens or lawsuits for non-payment arising from or related to the Power Partners Directed Work, not identified on the attached Exhibit E, are subsequently brought to the attention of the Parties, Power Partners shall promptly, after being notified of such lien or lawsuit for non-payment, discharge or satisfy such lien or lawsuit for non-payment, as applicable, or defend and indemnify the Trustee, the Somerset County Parties, the Somerset County Local Units, and the SunLight Entities and Settling Principals in connection with same.

F. Collection of Section 1603 Grant Funds. Power Partners hereby agrees that it will not communicate to Treasury any information that can reasonably be anticipated to prevent the receipt of Additional 1603 Grant Funds or, to the extent the Somerset County Parties decide to build the Unbuilt Somerset SGFs, 1603 Grant Funds with respect to such Unbuilt Somerset SGFs.

G. SREC and PPA Revenue. Subject to Power Partners' receipt of the SunLight Cash Payment, the Draw Funds, and the Somerset Cash Payment, Power Partners hereby expressly acknowledges that it has no rights to: (i) any unmonetized SRECs currently held by the SunLight Somerset Project Company; (ii) any SRECs, or the proceeds from the sale thereof, to be generated by the SunLight Somerset Project Company from February 6, 2015 forward; or (iii) any PPA Revenue heretofore generated or to be generated after the Effective Date as a result of the Somerset County Renewable Energy Program.

ARTICLE II: UNBUILT SOMERSET SGFs

The decision to build or not to build all or a portion of the Unbuilt Somerset SGFs shall be made solely by the Somerset County Parties. To the extent the Somerset County Parties decide to build all or a portion of the Unbuilt Somerset SGFs with the remaining Project Funds after payment of the Draw Funds to Power Partners, the SunLight Somerset Project Company shall prepare and submit necessary applications for 1603 Grant Funds in accordance with Consent No. 8 and such funds, if and when awarded, shall be applied in accordance with Consent No. 8. The SunLight Somerset Project Company shall use good faith efforts, but no less than the efforts employed in connection with the original 1603 grant applications, to maximize the amount of 1603 Grant Funds related to such future projects. For the avoidance of doubt, Power Partners shall have no rights with respect to any 1603 Grant Funds secured as a result of the construction

of the Unbuilt Somerset SGFs. The Somerset County Parties shall advance the accounting costs associated with the preparation and filing of such applications. The Somerset County Parties shall timely supply the SunLight Somerset Project Company with any and all necessary information needed by the SunLight Somerset Project Company in connection with such applications.

ARTICLE III: INVENTORY

A. Power Partners' Inventory. The Somerset County Parties shall have no rights with respect to any inventory, if any, currently titled to, and in the possession of, Power Partners. Power Partners is entitled to dispose of its inventory in its sole discretion with the proceeds of any such liquidation to be retained by Power Partners. To the extent the Somerset County Parties decide to build the Unbuilt Somerset SGFs, Power Partners agrees to offer the Somerset County Parties the right to purchase any remaining inventory not liquidated by Power Partners as of the date Power Partners receives notice that the Somerset County Parties intend to construct the Unbuilt Somerset SGFs.

B. The SunLight Entities' Inventory. Power Partners shall have no rights with respect to any inventory currently titled to, and in the possession of, the SunLight Entities and earmarked for construction of the Unbuilt Somerset SGFs. To the extent the Somerset County Parties decide to build the Unbuilt Somerset SGFs, the SunLight Somerset Project Company agree that such inventory shall be used toward the construction of such sites and expressly acknowledge that because certain of such inventory is grandfathered as qualifying pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009, no equivalent inventory may be obtained on the market. To the extent the Somerset County Parties decide not to build the Unbuilt Somerset SGFs, or to the extent the Somerset County Parties decide to build only a portion of the Unbuilt Somerset SGFs, Power Partners shall continue to have no right with respect to any remaining inventory, which shall be liquidated and the proceeds, if any, shall be applied in accordance with Consent No. 8.

ARTICLE IV: RELEASES AND DISMISSAL

A. Provisions Applicable to All Releases Granted Hereunder.

i. Reciprocity. All releases granted hereunder are fully reciprocal. For the avoidance of doubt, nothing in this Agreement shall be read to grant a release by any releasor to any person or entity that has not granted a reciprocal release to such releasor.

ii. Warranty of Authority. Each Party warrants that it has the full right, power, and authority to grant the releases it is providing in this Agreement. To the extent that it is subsequently determined that any Party lacked the right, power, or authority to grant any release provided in this Agreement, such Party shall defend and indemnify all released parties herein from and against all claims for litigation expense, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program and arising as a result of the breach of this warranty.

B. Power Partners' Release to the Somerset County Parties. Upon payment of the Draw Funds and the Somerset Cash Payment to Power Partners, Power Partners, for itself, and its past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "Power Partners Releasor," and, collectively, the "Power Partners Releasors"), hereby unconditionally and irrevocably gives up and releases, to the full extent permitted by law the Somerset County Parties, individually and collectively, and their respective past and present governing bodies, trustees (including the Trustee), directors, officers, members, agents, successors (by merger or otherwise), predecessors, heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a "Somerset County Released Party," and, collectively, the "Somerset County Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Somerset County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict Power Partners' ability to enforce this Agreement or to defend any action by the Somerset County Parties to enforce this Agreement.

C. Power Partners' Release to the SunLight Entities and Settling Principals. Upon payment of the SunLight Cash Payment to Power Partners, the Power Partners Releasors hereby unconditionally and irrevocably give up and release, to the full extent permitted by law the SunLight Entities and Settling Principals, individually and collectively, and their respective past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a "SunLight Released Party," and, collectively, the "SunLight Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Somerset County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict Power Partners' ability to enforce this Agreement or to defend any action by the SunLight Entities and Settling Principals to enforce this Agreement.

D. The Somerset County Parties' Release to Power Partners. Upon payment of the Draw Funds and the Somerset Cash Payment, the Somerset County Parties, for themselves and their past and present governing bodies, trustees (including the Trustee), directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "Somerset County Releasor," and, collectively, the "Somerset County Releasors"), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, Power Partners and its past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors,

heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, sureties (including, but not limited to, Travelers Casualty and Surety Company of America) attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a “Power Partners Released Party” and, collectively, the “Power Partners Released Parties”), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Somerset County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys’ fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the Somerset County Parties’ ability to enforce this Agreement or to defend any action by Power Partners to enforce this Agreement.

E. The Somerset County Parties’ Release of the SunLight Entities and Settling Principals. Upon payment of the SunLight Cash Payment to Power Partners, the Somerset County Releasers hereby unconditionally and irrevocably give up and release, to the full extent permitted by law the SunLight Entities and Settling Principals, individually and collectively, and the SunLight Released Parties, jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Somerset County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expense, attorneys’ fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the Somerset County Parties’ ability to enforce this Agreement or to defend any action by the SunLight Entities and Settling Principals to enforce this Agreement.

F. [The SunLight Entities’ and Settling Principals’ Release to the Somerset County Parties.](#) Upon payment of the SunLight Cash Payment to Power Partners, the SunLight Entities and Settling Principals, for themselves, and their respective past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a “SunLight Releaser,” and, collectively, the “SunLight Releasers”), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, the Somerset County Released Parties, jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Somerset County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys’ fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the SunLight Entities and Settling Principals’ ability to enforce this Agreement or to defend any action by the Somerset County Parties to enforce this Agreement.

G. The SunLight Entities' and Settling Principals' Release to Power Partners. Upon payment of the SunLight Cash Payment, the SunLight Releasers hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, the Power Partners Released Parties, jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Somerset County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expense, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Somerset County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the SunLight Entities and Settling Principals' ability to enforce this Agreement or to defend any action by Power Partners to enforce this Agreement.

H. Dismissal of Claims Against the Somerset County Parties and the SunLight Entities and Settling Principals.

i. Within fourteen (14) days after payment of the SunLight Cash Payment, the Draw Funds, and the Somerset Cash Payment (collectively, the "Initial Settlement Payments"), Power Partners shall cause the dismissal, with prejudice and without costs, of the Federal Court Action. This dismissal shall be effected by filing with the District Court the stipulation of dismissal with prejudice attached as Exhibit F hereto.

ii. Within fourteen (14) days after payment of the Initial Settlement Payments, Power Partners shall cause the dismissal, with prejudice and without costs, of both the Somerset Municipal Lien Foreclosure Action and Somerset Construction Lien Foreclosure Action. These dismissals shall be effected by filing with the court the stipulations of dismissal with prejudice attached as Exhibits G and H hereto.

iii. Within fourteen (14) days after payment of the SunLight Cash Payment, Power Partners shall cause the dismissal, with prejudice and without costs, of the Confirmation Action. This dismissal shall be effected by filing with the District Court the stipulation of dismissal with prejudice attached as Exhibit I hereto.

iv. Within fourteen (14) days after payment of the SunLight Cash Payment and the Draw Funds, Power Partners shall notify the Supreme Court of New Jersey that Power Partners has agreed to vacate the stay entered by the Court on September 3, 2014 and to voluntarily dismiss its appeal of the Discharge Order and the Construction Lien Order.

ARTICLE V: GENERAL PROVISIONS

A. No Admission of Liability. It is explicitly agreed to by the Parties that nothing in the Agreement, or in any of the Parties' conduct pursuant to the Agreement, is intended to be or shall be construed as an admission of fact or of law as to any issue. Nor is anything in the Agreement, or in any of the Parties' conduct pursuant to the Agreement, intended to be nor shall it be construed as a concession, confession of judgment or declaration against interest by any of the Parties. The Parties expressly disclaim any liability to any other party or to any person or entity not a party to the Agreement.

B. No Third-Party Beneficiaries Except as Expressly Provided Herein. It is expressly agreed that the terms and rights arising out of or related to this Agreement are solely for the benefit and protection of the Parties, and in no way confer any rights to any third-parties, except for the releases of the Power Partners Released Parties, the Somerset County Released Parties, and the SunLight Entities and Settling Principals Released Parties pursuant to Article IV of this Agreement.

C. Non-Disparagement. Following the Effective Date, the Parties, to the extent of their respective officers and/or employees, agents, successors and/or assigns under their direct direction and control, as the case may be, agree not to communicate or publish, directly or indirectly, to any third person or non-Party to this Agreement, any disparaging remarks or comments or information about the other Party or its directors, officers, members, shareholders, and/or its employees relating to the Somerset County Renewable Energy Program. “Disparaging” remarks, comments or statements for purposes hereof are those that impugn the character, honesty, integrity or morality or business acumen or abilities in connection with any aspect of the operation of business of the Party being disparaged. To be clear, the Parties acknowledge and agree that the limitations of this Paragraph shall not apply to disparaging communications or publications made by third parties or any non-Party to this Agreement, over whom the Parties hereto exercise no direction or control.

D. Arbitration Award. Power Partners and the SunLight Entities and Settling Principals hereby acknowledge that the Somerset County Parties were not parties to, and did not participate in, the Arbitration between the SunLight Somerset Project Company and Power Partners. The Parties agree that any awards, findings of fact, and conclusions of law resulting from the Arbitration shall not be confirmed in any venue and shall have no preclusive effect in any future action or proceeding.

E. Attorneys’ Fees and Costs. The Parties each shall bear their own attorneys’ fees, expenses and costs, if any, incurred in connection with the negotiation and execution of this Agreement.

F. Construction. The Parties acknowledge that this Agreement and the provisions contained herein were jointly drafted and shall not be construed or interpreted for or against any Party on the basis of presumption that such Party was the drafter.

G. Acknowledgement/Voluntary Execution. The Parties declare that the execution of this Agreement is made by them with their full informed knowledge and consent, following the opportunity to consult with legal counsel of their choosing. By entering into this Agreement, the Parties represent and acknowledge that they have read this Agreement and are relying on their own judgment, belief, and knowledge concerning all aspects of the matters settled herein, and are not relying on representations or statements made by other Parties or their representatives.

H. No Prior Transfer of Claims. Except as set forth in Consent No. 8, the Parties represent and warrant that they have not prior to the Effective Date sold, assigned, or otherwise set over to any other person or entity, any claim, lien, demand, cause of action, offset, liability, obligation, or damage covered by this Agreement.

I. Counterparts. This Agreement may be executed in counterparts. In addition, facsimile or electronically transmitted signatures on this Agreement shall be treated as original.

J. Governing Law, Jurisdiction, and Venue. This Agreement is made and entered into in the State of New Jersey, and shall be interpreted and enforced under and pursuant to the laws of the State of New Jersey, without regard to its choice of law rules. All Parties submit to the personal jurisdiction of the State of New Jersey for purposes of implementing and enforcing this Agreement. The Parties otherwise expressly reserve their jurisdictional rights to any action, suit, or proceeding not arising from this Agreement. Any action arising from this Agreement shall be brought in any state or federal court of competent jurisdiction located in the State of New Jersey.

K. Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of its provisions.

L. Binding Agreement. This Agreement and each provision hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, assigns, officers, directors, members, managers, agents, shareholders, principals, employees, successors and predecessors in interest, and all persons, firms and legal entities legally responsible for the actions of the Parties hereto.

M. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will remain effective and will be enforced and construed to give effect hereto to the fullest extent permitted by applicable law.

N. Written Modifications Only. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding unless made in writing and signed by the Parties. Additionally, no Party may assign its respective rights or its respective obligations hereunder without the prior written consent of the other Parties hereto.

O. Authority. Each Party warrants that it has full right, power, and authority to execute this Agreement and to be bound in accordance with the terms hereof. Each Party further warrants that each of them has read this Agreement carefully, and has been represented by counsel prior to the execution hereof.

P. Power Partners' Acknowledgment of Consent No. 8. Power Partners expressly acknowledges the terms of Consent No. 8 and hereby agrees not to contest the validity of any terms therein.

Q. Notices. Notices and other communications provided for herein shall be in writing and shall be deemed given only if delivered electronically at the e-mail addresses noted below or by any nationally recognized overnight courier, addressed to the Party at its address set forth below (and/or to such other address(es) as subsequently provided to the Parties in writing):

If to Power Partners MasTec, LLC:

Michele Laine, Esq.

800 Douglas Road, 12th floor

Coral Gables, FL 33134

michele.laine@mastec.com

With a copy to:

Louis A. Modugno, Esq.

McElroy, Deutsch, Mulvaney & Carpenter, LLP

1300 Mount Kemble Avenue
Somerset, NJ 07960
lmodugno@mdmc-law.com

If to Somerset County:

Michael J. Amorosa
County Administrator
PO Box 3000
20 Grove Street
Somerville, NJ 08876
amorosa@co.somerset.nj.us

With a copy to:

William Cooper, Esq.
Somerset County Counsel
PO Box 3000
20 Grove Street
Somerville, NJ 08876
cooper@co.somerset.nj.us

If to the Somerset County Improvement Authority:

Michael J. Amorosa
Chairman
PO Box 3000
20 Grove Street
Somerville, NJ 08876
amorosa@co.somerset.nj.us

With a copy to:

Stephen B. Pearlman, Esq.
Pearlman & Miranda, LLC
2 Broad St.

[Bloomfield, NJ 07003](https://www.bloomfieldnj.com/)

spearlman@pearlmanmiranda.com

If to any of the SunLight Entities:

c/o SunLight General Capital LLC

28 W. 44th Street, Suite 1011

New York, NY 10036

With a copy to:

[Michael Stein, Esq.](#)

[Pashman Stein, P.C.](#)

[21 Main Street](#)

[Hackensack, NJ 07601](#)

mstein@pashmanstein.com

If to Stacey Hughes:

c/o Michael Stein, Esq.

Pashman Stein, P.C.

Court Plaza South

21 Main Street

Hackensack, NJ 07601

mstein@pashmanstein.com

If to Edouard Klehe:

c/o Michael Stein, Esq.

Pashman Stein, P.C.

Court Plaza South

21 Main Street

Hackensack, NJ 07601

mstein@pashmanstein.com

If to James Mann:

c/o Michael Stein, Esq.

Pashman Stein, P.C.

Court Plaza South

21 Main Street

Hackensack, NJ 07601

mstein@pashmanstein.com

If to David Wolf:

c/o Paul S. Hollander, Esq.

Okin, Hollander & DeLuca, L.L.P.

One Parker Plaza, 12th Floor

400 Kelby Street

Fort Lee, NJ 07024

phollander@ohdlaw.com

If to Bill Zachary:

c/o Michael Stein, Esq.

Pashman Stein, P.C.

Court Plaza South

21 Main Street

Hackensack, NJ 07601

mstein@pashmanstein.com

R. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereto. The Parties acknowledge that they are not relying on any prior representation, and are relying solely on the terms of this written Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to any other Party concerning the subject matter hereof, other than as set forth herein. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged into this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

POWER PARTNERS MASTEC, LLC

Name:

Title:

SOMERSET COUNTY IMPROVEMENT AUTHORITY

Name: Michael Amorosa

Title: Chairman

COUNTY OF SOMERSET

Name:

Title: Freeholder Director

SUNLIGHT GENERAL SOMERSET SOLAR, LLC

Name:

Title:

SUNLIGHT GENERAL SOMERSET HOLDINGS, LLC

Name:

Title:

CEDAR HILL DEVELOPMENT COMPANY, LLC

Name:

Title:

SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

Name:

Title:

SUNLIGHT GENERAL CAPITAL LLC

Name:

Title:

AZIMUTH 180 SOLAR ELECTRIC, LLC

Name:

Title:

STACEY HUGHES, in her individual capacity with respect to the release provisions only and, otherwise, solely in her capacity as a representative of the SunLight Entities.

EDOUARD KLEHE, in his individual capacity with respect to the release provisions only and, otherwise, solely in his capacity as a representative of the SunLight Entities.

JAMES MANN, in his individual capacity with respect to the release provisions only and, otherwise, solely in his capacity as a representative of the SunLight Entities.

DAVID WOLF, in his individual capacity with respect to the release provisions only and, otherwise, solely in his capacity as a representative of the SunLight Entities.

BILL ZACHARY, in his individual capacity with respect to the release provisions only and, otherwise, solely in his capacity as a representative of the SunLight Entities.

EXHIBIT A

EXHIBIT B

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

POWER PARTNERS MASTEC, LLC,

Petitioner,

-against-

SUNLIGHT GENERAL SOMERSET SOLAR,
LLC; SUNLIGHT GENERAL SOMERSET
SOLAR, LLC; and SUNLIGHT GENERAL
SUSSEX SOLAR, LLC,

Respondents.

Civil No.: 14-5155 (CCC)

CONSENT ORDER

THIS MATTER having been opened to the Court by Petitioner, Power Partners MasTec, LLC's ("MasTec"), by and through its attorneys, McElroy, Deutsch, Mulvaney & Carpenter, LLP, and Goldberg Segalla, LLP, and Respondents, SunLight General Somerset Solar, LLC, SunLight General Morris Solar, LLC, SunLight General Sussex Solar, LLC (collectively,

“SunLight”), by and through their counsel, Pashman Stein, PC, and the parties having reached an agreement to settle the entire case and controversy as between and among them in this litigation; and for good cause shown,

IT IS on this ____ day of _____, 2015

ORDERED that Preliminary Injunction and Other Related Relief entered on September 22, 2014, as document number 21, is hereby VACATED.

Hon. Claire C. Cecchi,
United States District Judge

The following parties consent
To the entry of this Order

MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
Attorneys for Plaintiff,
Power Partners Mastec, LLC

By: _____

LOUIS A. MODUGNO, Esq.
100 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962

PASHMAN STEIN, PC
Attorneys for Defendants,
SunLight General Somerset Solar, LLC,
SunLight General Morris Solar, LLC, and
SunLight General Sussex Solar, LLC

By: _____

BRENDAN M. WALSH, Esq.
21 Main Street, Suite 100

Hackensack, New Jersey 07601

EXHIBIT C

DRAW PAPERS

Requisition No. 23

February __, 2015

U.S. Bank National Association, as Trustee

Re: The Somerset County Improvement Authority

County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (the "Series 2011 Bonds")

Dear Sir or Madam:

Pursuant to (i) Section 510(c) of that certain "Lease Purchase Agreement Somerset County Renewable Energy Program, Series 2011)" dated as of August 1, 2011 (the "Company Lease Agreement") by and between The Somerset County Improvement Authority (the "Authority"), as lessor, and Sunlight General Somerset Solar, LLC, a New Jersey limited liability company (the "Company"), as lessee, and (ii) Section 5.02(2) of the Authority's bond resolution duly adopted May 10, 2011, and entitled "Resolution Authorizing the Issuance of County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 and Additional Bonds of The Somerset County Improvement Authority", as amended and supplemented (the "*Bond Resolution*") and (iii) with respect to the Renewable Energy Projects, or as applicable, any Completion Project related thereto (the "Renewable Energy Projects") being developed for any of the Series 2011 Local Unit (the "Licensor") (capitalized terms not defined in this Certificate shall have the respective meanings ascribed to such terms in the Company Lease Agreement), the Company, by its Authorized Officer stated below, DOES HEREBY CERTIFY and REQUISITION moneys on deposit in the Project Fund and held by U.S. Bank National Association, as trustee (the "Trustee") for the holders of the Series 2011 Bonds, as follows:

1. The Trustee is hereby requested to pay \$11,187,661.00 from moneys on deposit in the Project Fund equal to the aggregate Project Costs for which payment or reimbursement is being sought by this requisition, \$11,187,661.00 of which aggregate amount shall be payable in accordance with Schedule A attached hereto:

2. (a) Such payment obligation, for which funds have been requested in accordance with Section 1(a) of this Requisition, (i) has been properly incurred in accordance with the Plans and Specifications, (ii) is an item of the Cost of such Project, (iii) is a proper charge against the Project Fund, (iv) has not been the basis of any previous withdrawal, and (v)

attached hereto is a bill, invoice, receipt or other evidence that payment on such Project Cost is due and owing or has been paid by or on behalf of the Company. This Requisition, together with any such attachments contemplated by clause (v) above, shall constitute Draw Papers submitted on a Draw Date for all purposes of the Company Lease Agreement, the Bond Resolution and the Local Unit License Agreement for the Licensor. The Company represents that the conditions of this Section 2(a) have been met to the best of its knowledge.

The SOMERSET COUNTY IMPROVEMENT AUTHORITY hereby waives the Draw Paper Ratio requirement this ___ day of _____, 2015.

By: _____

Name: Michael Amorosa

Title: Chairperson

3. This requisition may be executed, acknowledged and accepted in any number of counterparts, each of which may be executed by one or more of the respective parties, and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Very truly yours,

SUNLIGHT GENERAL SOMERSET SOLAR,
LLC

By: Sunlight General Capital

Management, LLC, its Manager

By: _____

Name: Stacey L. Hughes

Title: Authorized Signatory

ATTEST:

By: _____

Name:

Title:

Schedule A

[To Draw Papers for Requisition No. 23]

Requisition Payment Schedule

Date	Amount to be paid from Administrative Expense Account
Upon notification to the Trustee that Power Partners has filed with the Supreme Court of New Jersey correspondence consenting to the dissolution of the stay of the Trial Court's order discharging Power Partners' Municipal Mechanics Liens and limiting the scope of its Construction Liens.	\$11,187,661.00 all of which shall be paid to Power Partners Mastec, LLC via wire transfer.

Power Partners Mastec, LLC Wire Instructions:

Bank Name: Bank of America, NA
ABA / Routing #: 026009593
Address: 100 N Tryon St
City, State: Charlotte, NC 28255
Beneficiary Name: Wanzek Construction, Inc.
Address: 2028 2nd Avenue NW
City, State: West Fargo, ND 58078
Account Number: 4427090042

EXHIBIT D
Intentionally Left Blank

EXHIBIT E

EXHIBIT F

Louis A. Modugno

McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

1300 Mt. Kemble Avenue

P.O. Box 2075

Morristown, New Jersey 07962-2075

(973) 993-8100

GOLDBERG SEGALLA, LLP

902 Carnegie Center/Suite 100

Princeton, New Jersey 08540-6530

(609) 986-1300

Attorneys for Plaintiff,

Power Partners MasTec, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

MORRIS COUNTY IMPROVEMENT
AUTHORITY, SOMERSET COUNTY
IMPROVEMENT AUTHORITY, STACEY
HUGHES, EDOUARD KLEHE, JAMES
MANN, DAVID WOLF, BILL ZACHARY,

Civil Action No. 13-cv-3956 (CCC)(JAD)

STIPULATION OF DISMISSAL WITH
PREJUDICE

JOHN DOES 1-100, ABC ENTITIES 1-100,
being fictitious names of persons and entities
that participated in the diversion of trust
funds,

Defendants.

IT IS STIPULATED AND AGREED by and between the attorneys for Plaintiff, Power Partners Mastec, LLC, and the Defendants, Morris County Improvement Authority, Somerset County Improvement Authority, Stacey Hughes, Edouard Klehe, James Mann, David Wolf, Bill Zachary, that pursuant to FRCP 41(a)(1)(A)(ii), the claims and causes of action asserted by and between the parties in the above matter are hereby dismissed with prejudice and without costs to either party.

IT IS FURTHER STIPULATED AND AGREED by and between the undersigned that this Stipulation may be executed in counterparts and facsimile signatures are acceptable as original signatures.

McMANIMON, SCOTLAND & BAUMANN, LLC

Attorneys for Defendant,

Morris County Improvement Authority

By: _____

WILLIAM W. NORTHGRAVE, Esq.

75 Livingston Avenue

Roseland, New Jersey 07068

SILLS, CUMMIS, & GROSS, P.C.

Attorneys for Defendant,

Somerset County Improvement Authority

By: _____

JAMES M. HIRSCHHORN, Esq.

One Riverfront Plaza

Newark, New Jersey 07102

MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

Attorneys for Plaintiff,

Power Partners Mastec, LLC

By:_____

LOUIS A. MODUGNO, Esq.

100 Mt. Kemble Avenue

P.O. Box 2075

Morristown, New Jersey 07962

PASHMAN STEIN, PC

Attorneys for Defendants,

Stacey Hughes, Edouard Klehe,

James Mann, and Bill Zachary

By:_____

BRENDAN M. WALSH, Esq.

21 Main Street, Suite 100

Hackensack, New Jersey 07601

OKIN, HOLLANDER & DELUCA, LLP

Attorneys for Defendant,

David Wolf

By:_____

PAUL S. HOLLANDER, ESQ.

One Parker Plaza, 12th Floor

400 Kelby Street

Fort Lee, New Jersey 07024

Exhibit G

Louis A. Modugno, Esq. (Attorney ID No. 018131995)

McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

1300 Mt. Kemble Avenue

P.O. Box 2075

Morristown, New Jersey 07962-2075

(973) 993-8100

Attorneys for Plaintiff,

Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL SOMERSET SOLAR,
LLC and SOMERSET COUNTY
IMPROVEMENT AUTHORITY,

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC, U.S.
BANK, N.A., LIGHTON INDUSTRIES, INC.,
STAR-LO ELECTRIC, INC., GOLDCON, INC.,
JOHN DOES 1-100, ABC ENTITIES 1-100, being
fictitious names of persons and entities that may be
adversely effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION: SOMERSET COUNTY

Docket No.: SOM-L-1666-13

Civil Action

STIPULATION OF DISMISSAL

WITH PREJUDICE

It is hereby stipulated and agreed by and between Sills, Cummis, & Gross, P.C., counsel for Defendant, Somerset County Improvement Authority (“SCIA”); McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC (“Mastec”); Pashman Stein, P.C., counsel for Defendant, SunLight General Somerset Solar, LLC (“SunLight”) and Nominal Defendant, SunLight General Capital, LLC; Heagon, Pagano & Seems, P.A., counsel for Nominal Defendant, Lighton Industries, Inc. (“Lighton”); Graham Curtin, counsel for Nominal Defendant, Star-Lo Electric, Inc. (“Star-Lo”); Mellinger, Sanders & Kartzman, LLC, counsel for Nominal Defendant, Goldcon, Inc. (“Goldcon”); and Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association (“US Bank”), that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

SILLS, CUMMIS, & GROSS, P.C.

Attorneys for Defendant,

Somerset County Improvement Authority

By: _____

JAMES M. HIRSCHHORN, Esq.

One Riverfront Plaza

Newark, New Jersey 07102

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By: _____

LOUIS A. MODUGNO

PASHMAN STEIN, P.C.

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SunLight General Somerset Solar, LLC and

Nominal Defendant,

SunLight General Capital, LLC

By: _____

MICHAEL S. STEIN

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Attorneys for Nominal Defendant,

U.S. Bank National Association

By: _____

JON E. LINDER, ESQ.

MELLINGER, SANDERS & KARTZMAN, LLC

Attorneys for Nominal Defendant,

Goldcon, Inc.

By: _____

ROBERT D. ROSEN

HEAGEN, PAGANO & SEEMS, P.C.

Attorneys for Nominal Defendant,

Lighton Industries, Inc.

By: _____

ANTHONY M. PAGANO

GRAHAM CURTIN

Attorneys for Nominal Defendant,

Star-Lo Electric, Inc.

By: _____

THEODORE T. REILLY

Exhibit H

Louis A. Modugno, Esq. (Attorney ID No. 018131995)

McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

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Morristown, New Jersey 07962-2075

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Attorneys for Plaintiff,

Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL SOMERSET SOLAR,
LLC and SOMERSET COUNTY
IMPROVEMENT AUTHORITY,

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC, U.S.
BANK, N.A., BRUCE ELECTRICAL SUPPLY
COMPANY, WARSHAUER ELECTRIC
SUPPLY COMPANY, COOPER ELECTRIC,
ZENSKY ELECTRICAL CONTRACTING,
GOLDCON, INC., STAR-LO ELECTRIC, INC.,
PURE POWER SYSTEMS, INC. and JOHN
DOES 1-100, ABC ENTITIES 1-100, being
fictitious names of persons and entities that may be
adversely effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION: SOMERSET COUNTY

Docket No.: SOM-L-386-14

Civil Action

STIPULATION OF DISMISSAL

WITH PREJUDICE

It is hereby stipulated and agreed by and between Sills, Cummis, & Gross, P.C., counsel for Defendant, Somerset County Improvement Authority ("SCIA"); McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC ("Mastec"); Pashman Stein, P.C., counsel for Defendant, SunLight General Somerset Solar, LLC ("SunLight") and Nominal Defendant, SunLight General Capital, LLC; Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association, Graham Curtin, counsel

for Nominal Defendant, Star-Lo Electric, Inc. (“Star-Lo”); Mellinger, Sanders & Kartzman, LLC, counsel for Nominal Defendant, Goldcon, Inc. (“Goldcon”), that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

SILLS, CUMMIS, & GROSS, P.C.

Attorneys for Defendant,

Somerset County Improvement Authority

By: _____

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Newark, New Jersey 07102

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Attorneys for Defendant,

Sunlight General Somerset Solar, LLC and

Nominal Defendant,

Sunlight General Capital, LLC

By: _____

MICHAEL S. STEIN

HARTMAN & WINNICKI, P.C.

Attorneys for Nominal Defendant,
U.S. Bank National Association

By: _____

JON E. LINDER

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Attorneys for Nominal Defendant,
Star-Lo Electric, Inc.

By: _____

THEODORE T. REILLY

MELLINGER, SANDERS & KARTZMAN, LLC

Attorneys for Nominal Defendant,
Goldcon, Inc.

By: _____

ROBERT D. ROSEN

Exhibit C

RESOLUTION NO. SCIA15-____

THE SOMERSET COUNTY IMPROVEMENT AUTHORITY

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF
COUNTY OF SOMERSET GUARANTEED
RENEWABLE ENERGY PROGRAM LEASE REVENUE
NOTES AND BONDS, SERIES 2015

OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY

Adopted: February __, 2015,
as amended and supplemented
by a Certificate of an Authorized Officer of the Authority
dated March __, 2015

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF
COUNTY OF SOMERSET GUARANTEED
RENEWABLE ENERGY PROGRAM LEASE REVENUE
NOTES AND BONDS, SERIES 2015
OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the “*Authority*”) has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the “*Board of Freeholders*”) of the County of Somerset (the “*County*”) in the State of New Jersey (the “*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “*Act*”), and other applicable law;

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on February 9, 2011, as amended and supplemented, all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law (the “*Guaranty Ordinance*”), the County authorized issuance of bonds in a not to exceed amount of \$52,000,000 to finance all costs in connection with the Renewable Energy Program;

WHEREAS, pursuant to that certain resolution number 11-372 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “*Original Bond Resolution*”), the other “*Program Documents*” as defined in the Original Bond Resolution (the “*Original Program Documents*”), the Act, and other applicable law and official action, the Authority issued its (i) “*County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)*” dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the “*Series 2011A Bonds*”) and its (ii) “*County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)*” dated January 19, 2012, in the aggregate principal amount of \$2,810,000 (the “*Series 2011B Bonds*”, and together with the Somerset Series 2011A Bonds, the “*Series 2011 Bonds*”), the outstanding portion of the Series 2011B Bonds being held in its entirety by the County, to finance the Renewable Energy Projects (as defined in the Original Bond Resolution, as amended to date by the hereinafter defined Prior Consents (the “*Prior Bond Resolution*”));

WHEREAS, certain capitalized terms herein not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Bond Resolution (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 8;

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 8, (i) the Authority, the County and the Trustee are each a “*County Party*,” and may be collectively referred to as the “*County Parties*”, (ii) SunLight General Somerset Solar, LLC (the “*Company*”), the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 8) are each a “*Company Party*,” and may be collectively referred to as the “*Company Parties*”; (iii) each of the County Parties and the Company Parties shall be considered Parties;

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents;

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the “*EPC Contract*”) with Power Partners Mastec, LLC (“*Mastec*” or the “*EPC Contractor*”), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract;

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the “*EPC Contract Disputes*”);

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the “*Arbitration*”) to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties;

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the “*Litigation*”);

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) “Amendment and Consent No. 1 (Somerset County Renewable Energy Program, Series 2011)” dated as of August 25, 2012 (“*Consent No. 1*”); (ii) “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2012 (“*Consent No. 2*”); (iii) Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and when executed, “*Consent No. 3*”); (iv) “Amendment and Consent No. 4 (Somerset County Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “*Consent No. 4*”); (v) “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “*Consent No. 5*”); (vi) “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series

2011)” dated as of October 1, 2013 (“*Consent No. 6*”); and (vii) “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“*Consent No. 7*” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “*Prior Consents*”), by and among the Parties referenced therein;

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the “*Prior Bond Resolution*”) and the other Program Documents (as so amended, the “*Prior Program Documents*”);

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of the EPC Contractor against the Company in the amount of \$23,573,863 (the “*Arbitration Award*”), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party;

WHEREAS, on August 21, 2014, the Authority delivered to the Trustee that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “*Authority Default Notice*”), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain “Trustee Notice Regarding Events of Default and other defaults” (the “*Trustee Default Notice*”), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “*Defaults*”);

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority has determined, subject to approval of the County pursuant to Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), to (i) enter into that certain “Settlement Agreement” by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 may be acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds, or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) make provision to roll or term out the Series 2011B Bonds, (iii) provide that a portion of the Series 2015 Bonds, if issued, shall be applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) provide for certain

Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplement Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the *Series 2015 Project*”) the Authority may decide to issue one or more series of taxable bonds or notes, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$8,400,000 (the “*Series 2015 Bonds*”), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” if and when adopted, as may be further amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2015 Bonds (the “*Series 2015 Supplemental Resolution*” and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the “*Bond Resolution*”), the Act and other applicable law;

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$34,390,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$17,610,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects;

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County or an affiliate thereof;

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the Authority determines to issue the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the “*Series 2015 Bond Authority Documents*”), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the “*Program Documents*”):

- (i) That certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Lease Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Lease Agreement;

- (ii) That certain “Amendment No. 1 to Power Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Power Purchase Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (iii) That certain “Amendment No. 1 to County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Guaranty Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (iv) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to Company Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and
- (v) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 8), and the County Guaranty;

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, if the Authority determines to issue same, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application (the “*Local Finance Board Application*”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, if the Authority shall determine to market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the “*Preliminary Official Statement*”), (ii) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with an underwriter to be selected by the Authority through a fair and open process (alternatively, the “*Underwriter*”) to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, the Bond Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the “*Sale Documents*”);

WHEREAS, (i) to the extent the Authority determines to issue the Series 2015 Bonds, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the “*Series 2015 Program Documents*”), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Chosen Freeholders pursuant to Section 13 and (ii) to the extent the Authority determines not to issue the Series 2015 Bonds to implement the Series 2015 Project, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, such Series 2015 Program Documents as are necessary, desirable or convenient to implement the Series 2015 Project;

NOW THEREFORE, BE IT RESOLVED BY THE SOMERSET COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

ARTICLE I

DEFINITIONS AND AUTHORITY FOR SERIES 2015 SUPPLEMENTAL RESOLUTION

SECTION 1.0. Definitions.

As used in this Series 2015 Supplemental Bond Resolution, unless the context requires otherwise, the following terms shall have the following meanings:

“DTC” means The Depository Trust Company, New York, New York, an automated depository for securities and clearinghouse for securities transactions.

“DTC Representation Letter” means the agreement entered into between the Authority and the Trustee, and acknowledged by DTC, relating to the issuance of the Series 2015 Bonds and detailing the rights, duties and obligations of the parties thereto.

“Tax Certificate” means the certificate executed and delivered by the Chairman of the Authority or other Authority Officer on the date of issuance of the Series 2015 Bonds relating to compliance with the provisions of Sections 103 and 141 through 148 of the Code.

SECTION 1.02. Authority for Series 2015 Supplemental Bond Resolution. This Series 2015 Supplemental Bond Resolution is adopted pursuant to and in accordance with the provisions of the Act and Sections 2.04, 2.05 and Article XI of the General Bond Resolution, as amended and supplemented.

ARTICLE II

AUTHORIZATION AND DETAILS OF SERIES

2012 REFUNDING BONDS

SECTION 2.01. Issuance of Series 2015 Bonds. The Authority hereby declares the issuance of the Series 2015 Bonds to be authorized undertaking of the Authority pursuant to Sections 17(2) of the Act (N.J.S.A. 40:37A-60(2)) and Section 2.04(1)(b) of the Bond Resolution, as amended and supplemented. The Authority hereby appropriates moneys in an aggregate principal amount not to exceed \$8,400,000 for any or all of such purposes to be apportioned among such purposes in any manner in which an Authority Officer deems necessary or desirable to finance the Series 2015 Project and to the extent the Authority’s capital budget is inconsistent with the terms hereof, said capital budget is hereby amended to conform to the terms hereof. The Authority hereby further authorizes and directs an Authority Officer to execute and deliver all documents necessary or desirable in connection therewith.

SECTION 2.02. Authorization and Terms of the Series 2015 Bonds.

1. One or more Series of Bonds (including any notes issued in anticipation thereof) entitled to the benefit, protection and security of this Bond Resolution is hereby authorized in the aggregate principal amount of not to exceed \$8,400,000 for the purpose of the Series 2015 Project. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds [Note], Series 2015”.

(a) To the extent contemplated by the Certificates of an Authorized Officer of the Authority executed pursuant to Section _____ hereof, the Series 2015 Bonds may be issued in one (1) or more Series (as bonds or notes) as shall be set forth in any such Certificate of an Authorized Officer, but only to the extent the Outstanding aggregate principal amount of Series

2015 Bonds and any such other Outstanding Series of Series 2011 Bonds shall not exceed \$50,000,000.

2. The Series 2015 Bonds shall be dated, and shall bear interest from, their date of issuance, on the basis of a 360-day year consisting of twelve 30-day months, and shall otherwise be payable as provided in Section 3.01 hereof.

(a) The Series 2015 Bonds (i) [IF ISSUED AS NOTES] shall consist of the \$_____ par amount of the Series 2015 Bonds maturing and bearing interest payable on _____, 2016 as set forth in subsection (c) below) in the aggregate par amount of \$_____ or (ii) [IF ISSUED AS BONDS] consisting of the Series 2015 Bonds in the aggregate principal amount of \$_____ maturing on _____ in the years, and bearing interest payable on _____, _____ and on each _____ and _____ thereafter until maturity, all as set forth in subsection (b) below.

[(b) The Series 2015 Bonds shall mature on the dates and in the principal amounts, and shall bear interest payable semiannually on _____ and _____ in each year, commencing _____, at the respective rates per annum, shown below:

[Maturity Date]*	Amount Maturing	Interest Rate and Yield	[Maturity Date]*	Amount Maturing	Interest Rate and Yield
Total					

(b) The \$_____ par amount of Series 2015 Note shall mature on _____, bearing interest at _____% per annum, which interest shall also be payable on _____ .]

3. [IF ISSUED AS BONDS] [(a)The Series 2015 Bonds maturing on or before _____, 2025 shall not be subject to redemption prior to their respective maturity dates. The Series 2015 Bonds maturing on and after _____, 2026 shall be subject to optional redemption by the Authority prior to their respective maturity dates, on or after _____, 2025, upon notice as herein described, either in whole or in part at any time in any order of maturity as the Authority shall determine and within a single maturity by lot, at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, plus interest accrued to the date

of redemption.] [IF ISSUED AS NOTES] [(a) The Series 2015 Bonds shall be subject to redemption prior to its maturity date at the option of the Authority, at the direction of the County, upon twenty-four (24) hour notice, either in whole or in part, at any time, at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, plus interest accrued to the date of redemption.]

(b) [IF ISSUED AS BONDS] [Insert mandatory sinking fund provisions if necessary.]

SECTION 2.03. Reserved.

SECTION 2.04. Form of Series 2015 Bonds. The Series 2015 Bonds shall be in substantially the “Form of Registered Bond” set forth in Section 14.01 of the Original Bond Resolution, as amended and supplemented, with such insertions, omissions or variations as may be necessary or appropriate to effectuate the purposes of this Series 2015 Supplemental Bond Resolution, including without limitation the redemption and DTC provisions set forth herein.

SECTION 2.05. Execution, Authentication and Delivery. The Chairman or Vice-Chairman of the Authority are each hereby severally authorized to execute the Series 2015 Bonds, and the Chairman, and if the Chairman is unavailable, the Vice-Chairman, is hereby directed to execute and the Secretary of the Authority is hereby authorized and directed to affix the corporate seal of the Authority on and attest thereto on the Series 2015 Bonds all in accordance with Section 3.03 of the Original Bond Resolution, as amended and supplemented. Following execution of the Series 2015 Bonds, any Authority Officer is hereby authorized to deliver the Series 2015 Bonds to the Trustee for authentication. The Trustee is hereby authorized and directed to authenticate the Series 2015 Bonds in accordance with Section 3.03 of the General Bond Resolution, as amended and supplemented and thereafter deliver the Series 2015 Bonds to the Authority or purchaser thereof in accordance with a Certificate of Authority Officer, but such delivery shall not occur unless the provisions of Section 2.05 of the Original Bond Resolution, as amended and supplemented have been complied with.

SECTION 2.06. Additional Bonds. After execution of the Series 2015 Bonds by the Authority as provided in the Bond Resolution and after the authentication and delivery thereof as also provided in the Bond Resolution, the Series 2015 Bonds shall constitute Additional Bonds and shall therefore have equal rank with all Outstanding Prior Bonds, if any, and any other Series of Additional Bonds to be issued.

SECTION 2.07. Book-Entry Format.

(A) Except as provided in paragraphs (B) and (C) of this Section, the Registered Owner of all of the Series 2015 Bonds shall be Cede & Co., as nominee of DTC and the Series 2015 Bonds shall be registered in the name of Cede & Co. Payment of semiannual interest for any Series 2015 Refunding Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the Series 2015 Bonds and the at the address indicated on the Record Date for Cede & Co. in the registry books of the Authority kept by the Registrar.

(B) The Series 2015 Bonds shall be initially issued in the form of separate single authenticated fully registered Bonds, each in the principal amount of each separate stated maturity of the Series 2015 Bonds. Upon initial issuance, the ownership of each such Series 2015 Refunding Bond shall be registered in the registry book of the Authority kept by the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar, the Paying Agent and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2015 Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the Series 2015 Bonds, selecting the Series 2015 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Bond Resolution, registering the transfer of Series 2015 Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Trustee, the Paying Agent nor the Authority shall be affected by any notice to the contrary. Neither the Trustee, the Paying Agent nor the Authority shall have any responsibility or obligation to any DTC participant, any person claiming a beneficial ownership interest in the Series 2015 Bonds under or through DTC or any DTC participant, or any other person which is not shown on the registration books of the Authority kept by the Registrar as being a Bondholder. The Authority, the Trustee, the Registrar and the Paying Agent shall have no responsibility with respect to the accuracy of any records maintained by DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Series 2015 Bonds; the payment by DTC or any DTC participant to any beneficial owner of any amount in respect of the principal or Redemption Price of or interest on the Series 2015 Bonds; the delivery to any DTC participant or any beneficial owner of any notice which is permitted or required to be given to Bondholders under the Bond Resolution; the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Series 2015 Bonds or other action taken by DTC as Bondholder. The Paying Agent shall pay all principal of and premium, if any, and interest on the Series 2015 Bonds only to or “upon the order of” (as that term is used in the Uniform Commercial Code as adopted in the State of New Jersey) Cede & Co., as nominee of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal of and premium, if any, and interest on the Series 2015 Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee and the Registrar of written notice to the effect that DTC has determined to substitute a

new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word “Cede & Co.” in this Series Resolution shall refer to such new nominee of DTC.

(C) In the event the Authority determines that it is in the best interest of the beneficial owners of the Series 2015 Bonds that they be able to obtain Bond certificates, the Authority may notify in writing DTC and the Trustee of the availability through DTC of Series 2015 Refunding Bond certificates. In such event, the Trustee shall issue, transfer and exchange Bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2015 Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and Trustee shall be obligated to deliver Bond certificates as described in the Bond Resolution in accordance with instructions from DTC. The Authority and the Trustee shall be entitled to rely upon such instructions from DTC as to the Registered Owners entitled to receive Bond certificates. In the event Bond certificates are issued to Bondholders other than DTC, the provisions of the Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2015 Bonds to any DTC participant having Series 2015 Bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2015 Bonds.

(D) Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any Series 2015 Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Series 2015 Refunding Bond, and all notices with respect to such Series 2015 Refunding Bond, shall be made and given to DTC as provided in the representation letter to be entered into on or prior to the date of issuance and delivery of each of the Series 2015 Bonds by and among DTC, the Authority and the Paying Agent.

(E) In connection with any notice or other communication to be provided to Bondholders pursuant to the Bond Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, so long as any Series 2015 Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, the Authority, together with the Trustee, shall establish a record date for such consent or other action and give DTC written notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

ARTICLE III

ESTABLISHMENT OF FUND AND ACCOUNTS;

APPLICATION OF SERIES 2015 REFUNDING BOND

PROCEEDS AND OTHER MONEYS

SECTION 3.01. Establishment of Fund and Accounts. In addition to the funds and accounts established under the Bond Resolution, the Trustee is hereby authorized and directed to

establish the [“Series 2015 _____ Fund”], to be held, maintained and applied by the Trustee in accordance with the Bond Resolution.

SECTION 3.02. Application of the Proceeds of the Series 2015 Bonds and Other Moneys. Proceeds of the Series 2015 Bonds in the amount of \$_____ (consisting of the \$_____ par amount of the Series 2015 Bonds[, less an Underwriter’s discount for the Series 2015 Bonds in the amount of \$_____,] (resulting in net proceeds from the Series 2015 Bonds in the amount of \$_____), shall be applied with the delivery of such Series 2015 Bonds as follows:

(a) There shall be deposited in the Administrative Fund the amount of \$_____, all of which shall be sourced from the Series 2015 Bonds, (i) \$_____ of which shall be deposited in the Costs of Issuance Account in the Administrative Fund for application to the payment of certain Costs of Issuance incurred in connection with the issuance of the Series 2015 Bonds and (ii) \$_____ of which shall be deposited in the Administrative Expense Account in the Administrative Fund which shall be applied to the payment of, or reimbursement for Costs, upon the Trustee’s receipt of a proper invoice or evidence of payment therefore.

(b) There shall be no Series 2011 Bond proceeds deposited in the General Fund.

(c) The remaining balance of the proceeds of the Series 2015 Bonds in the amount of \$_____, shall be deposited in the Project Fund, (i) \$_____ of which shall be deposited in the Project Account and applied to the payment of the Renewable Energy Projects for the balance of Renewable Energy Projects for the Series 2011 Local Units, (ii) none of which shall be applied to the payment of the Capital Improvement Projects for the Series 2011 Local Units and (iii) \$_____ of which shall be applied to the payment of the _____ Expenses, all in accordance with Section 5.02(2) of the Original Bond Resolution.

SECTION 3.03. Reserved.

ARTICLE IV

APPOINTMENT OF TRUSTEE, REGISTRAR

AND PAYING AGENT

SECTION 4.01. Appointment of Trustee. The U.S. Bank National Association is hereby appointed Trustee for the holders of the Series 2015 Bonds. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Bond Resolution by executing the certificate of authentication endorsed upon the Series 2015 Bonds, upon the original issuance thereof. The replacement of the Trustee and all other provisions relating thereto shall be subject to the relevant provisions set forth in Article X or otherwise of the General Bond Resolution, as amended and supplemented.

SECTION 4.02. Appointment of Registrar and Paying Agent. The U.S. Bank National Association is hereby appointed as Registrar and Paying Agent for the Series 2015 Bonds. The Registrar and Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Bond Resolution by executing and delivering a written acceptance thereof to the Authority and to the Trustee. The Trustee may be appointed and may serve as Registrar and Paying Agent for the Series 2015 Bonds.

ARTICLE V

AMENDMENTS TO GENERAL BOND RESOLUTION

SECTION 5.01. Amendments to General Bond Resolution.

(A) All amendments to the General Bond Resolution, if any, that have been previously set forth in other bond resolutions amendatory thereof or supplemental thereto and that relate to Bonds other than of the specific series authorized by any such supplemental bond resolution are by this reference specifically incorporated herein and therefore shall continue to apply to the Series 2015 Bonds, in addition to all other Outstanding Bonds, if any.

(B) For purposes of this Supplemental Resolution and the Series 2015 Bonds, there are no further amendments to the Bond Resolution other than as shall be expressly set forth in this Series 2015 Supplemental Bond Resolution, if any.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Terms and Conditions of the Amendment No. 1 to Power Purchase Agreement, Amendment No. 1 to Company Lease Agreement, Amendment No. 1 to County Guaranty Agreement and Amendment No. 1 to the Continuing Disclosure Agreements. The Authority shall enter into the Amendment No. 1 to Power Purchase Agreement, Amendment No. 1 to Company Lease Agreement, Amendment No. 1 to County Guaranty Agreement and Amendment No. 1 to the Continuing Disclosure Agreements, in the manner, on the terms and conditions and upon the submission of the documents required by this Article VI.

SECTION 6.02. Form of the Amendment No. 1 to Power Purchase Agreement, Amendment No. 1 to Company Lease Agreement, Amendment No. 1 to County Guaranty Agreement and Amendment No. 1 to the Continuing Disclosure Agreements. The Authority

hereby approves the Amendment No. 1 to Power Purchase Agreement, Amendment No. 1 to Company Lease Agreement, Amendment No. 1 to County Guaranty Agreement and Amendment No. 1 to the Continuing Disclosure Agreements, each in substantially the form attached hereto as Exhibit A. The Authority further severally authorizes the Chairman, Secretary and Chairman (each an “Authorized Officer”) to enter into the Amendment No. 1 to Power Purchase Agreement, Amendment No. 1 to Company Lease Agreement, Amendment No. 1 to County Guaranty Agreement and Amendment No. 1 to the Continuing Disclosure Agreements, in either substantially the form thereof attached hereto as Exhibit A or in such form as the Chairman shall determine, as the case may be, with such changes thereto or in such form thereof as shall be within the constraints set forth herein, particularly Section 6.08 hereof regarding amendments to this Series 2015 Supplemental Bond Resolution, and as shall be determined exclusively by the Authorized Officer, after consultation with the Authority’s professional consultants, including counsel, which determination shall be conclusively evidenced by the Authorized Officer’s execution and delivery thereof. The Chairman and any other Authorized Officer shall also take all other actions and execute any other documents, agreements, certificates or other instruments deemed necessary, convenient or desirable by the Chairman or any such other Authorized Officer to consummate the transactions contemplated hereby and by Amendment No. 1 to Power Purchase Agreement, Amendment No. 1 to Company Lease Agreement, Amendment No. 1 to County Guaranty Agreement and Amendment No. 1 to the Continuing Disclosure Agreements; provided, however, that each of the Amendment No. 1 to Power Purchase Agreement, Amendment No. 1 to Company Lease Agreement, Amendment No. 1 to County Guaranty Agreement and Amendment No. 1 to the Continuing Disclosure Agreements, shall in any event conform in all material respects to the provisions of this Article VI.

SECTION 6.03. Lease Payments. The Authority shall establish or maintain, as applicable, Lease Payments under the Company Lease Agreement, as modified by the Amendment No. 1 to Company Lease Agreement, in such amounts and payable at such times that, together with any amounts available under the Bond Resolution or any other Program Document, shall be sufficient to pay the principal and redemption premium, if any, of and interest on the Series 2015 Bonds, and any other Outstanding Series of Bonds, as the same become due and payable from time to time under the Bond Resolution.

SECTION 6.04. [IF SERIES 2015 BONDS ARE ISSUED PUBLICLY][Approval of the Continuing Disclosure Agreements, Preliminary Official Statement and the Official Statement.

(A) The Chairman is hereby authorized and directed, upon the satisfaction of all the legal conditions precedent to the delivery of each of a continuing disclosure agreement and the preliminary official statement relating to the Series 2015 Bonds by the Authority as determined by the Chairman in consultation with the Chairman of and counsel to the Authority, to deliver each of a continuing disclosure agreement and a preliminary official statement in the form and with such provisions as the Chairman, after consultation with counsel to the Authority, deems in his sole discretion to be necessary or desirable to effect the transaction contemplated hereby and to satisfy all applicable law, including rules 10(b)(5) and 15(c)2-12 of the Securities and Exchange Commission, which delivery thereof by the Chairman shall conclusively evidence his consent to the provisions thereof.

(B) The Chairman is hereby authorized and directed to execute any certificate or document relating to any statutes, rules or other procedures of the Securities and Exchange Commission, Municipal Securities Rulemaking Board or any state securities entity that the Chairman, after consultation with counsel to the Authority, deems necessary or desirable to effect the issuance of the Series 2015 Bonds and the transactions contemplated by the preliminary official statement.

(C) The Chairman and the Vice Chairman are hereby severally authorized and directed to execute and deliver a final official statement in substantially similar form to the preliminary official statement, with such changes to reflect the final pricing as set forth in the Bond Purchase Agreement as the Chairman, after consultation with the Chairman of and counsel to the Authority, deems necessary or desirable to effect the issuance of the Series 2015 Bonds and the transactions contemplated by the final official statement.

SECTION 6.05. Approval of Bond Purchase Agreement. Any Authority Officer is hereby authorized and directed to execute and deliver on behalf of the Authority a purchase contract for the purchase of the Series 2015 Bonds with an underwriter or a direct purchaser, with such terms and in the form solely determined by an Authority Officer, after consultation with the Chairman of the Authority and counsel to the Authority, but nevertheless within the parameters set forth herein, including without limitation the parameters set forth in the Local Finance Board Application.]

SECTION 6.06. Reserved.

SECTION 6.07. County Guaranty. The timely payment of the principal of and interest on the Series 2015 Bonds shall be guaranteed by the County pursuant to the County Guaranty. A summary of the County Guaranty shall be printed on each of the Series 2015 Bonds as set forth in the Form of Registered Bond found in Section 14.01 of the Original Bond Resolution, as amended and supplemented and shall be executed by the manual or facsimile signature of the Freeholder Director of the County. An Authorized Officer is hereby authorized and directed to execute any documents and take any action necessary or desirable in connection with the application of such County Guaranty to the Series 2015 Bonds.

SECTION 6.08. Certificate of Authorized Officer amending and supplementing this Series 2015 Supplemental Bond Resolution. Notwithstanding any other provision herein, (A) the Series 2015 Bonds shall not be issued until the Trustee receives a Certificate of Authorized

Officer of the Authority setting forth, at a minimum, (i) the aggregate principal amount of Bonds to be issued as Series 2015 Bonds or any other term required or deemed necessary, convenient or desirable by the bond insurer, if any, and/or any national rating agency, (ii) the interest rates, principal amount maturing, dated date, term of capitalized interest, if any, redemption terms, if any, including redemption premiums applicable to, sinking fund installments, sinking fund payment dates, and any other redemption terms and any other financial terms applicable to the Series 2015 Bonds, and (iii) subject to the parameters set forth in the definition of Series 2015 Bonds herein and in the Authority's application to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs dated February __, 2015, as the same may be immaterially amended or supplemented by an Authority Officer or materially amended by further action of the board of the Authority (the "*Local Finance Board Application*") and upon the advice of Authority counsel and its professional advisors, the addition to, deletion from or modification of any provision of this Series 2015 Supplemental Bond Resolution, as originally adopted on February __, 2015, the contents of which certificate may be incorporated in this Series 2015 Supplemental Bond Resolution without the compliance with any other provision of the Bond Resolution, including without limitation Article XI of the General Bond Resolution, as amended and supplemented. All of the foregoing determinations shall be made, in addition to any specific parameters referenced therein, in such manner as any such Authority Officer, in his or her sole discretion, after consultation with the Authority's professional consultants for the Series 2015 Bonds, shall determine to be in the best interests of the Authority, the Series 2011 Local Units and/or the County in order to issue the Series 2015 Bonds and implement the Series 2015 Project. The Authorized Officer executing any such certificate shall report the substance of such certificate to the members of the Authority at its next public meeting.

SECTION 6.09. Series 2015 Supplemental Bond Resolution to Govern. To the extent that the provisions of this Series 2015 Supplemental Bond Resolution are inconsistent with the provisions of the Original Bond Resolution, the provisions of this Series 2015 Supplemental Bond Resolution shall control.

SECTION 6.10. Publication of Notice of Adoption. Any Authority Officer is hereby authorized and directed to publish the notice of adoption relating to this Series 2015 Supplemental Bond Resolution in accordance with the provisions of Section 19 of the Act (N.J.S.A. 40:37A-62).

SECTION 6.11. Incidental Action. The Authority Officers are hereby authorized and directed to execute and deliver such other certificates, documents or instruments and to take such other action as may be necessary, convenient, desirable or appropriate in order (i) to effectuate the execution and delivery of the Bond Purchase Agreement and the sale and issuance of the Series 2015 Bonds, (ii) to maintain the exclusion from gross income under Section 103 of the Code of the interest on the Series 2015 Bonds (including the preparation and filing of any information reports or other documents with respect to the Series 2015 Bonds as may at any time be required under Section 149 of the Code), and (iii) to obtain bond insurance from a bond insurer, if applicable, and/or obtain ratings from the applicable national rating agencies.

SECTION 6.12. Series 2015 Supplemental Bond Resolution Amendments. This Series 2015 Supplemental Bond Resolution may be amended and supplemented prior to the issuance of the Series 2015 Bonds by a Certificate of Authority Officer contemplated by Section 6.08 hereof, without any further compliance with Article XI of the General Bond Resolution, as amended and supplemented, or otherwise, or by Supplemental Resolution adopted pursuant to the provisions of Article XI of the General Bond Resolution, as amended and supplemented.

SECTION 6.13. Reference to Date. To the extent the Series 2015 Bonds are issued in any year other than 2015, references herein to “2015” may without any further action be changed to the year of issuance of such Series 2015 Bonds.

SECTION 6.14. Effective Date. This resolution shall take effect immediately. Notwithstanding the prior sentence, in accordance with N.J.S.A. 40:37A-50, the Secretary of the Authority is hereby authorized and directed to submit to each member of the Board of Freeholders, by the end of the fifth business day following this meeting, a copy of the minutes of this meeting. The Secretary is hereby further authorized and directed to obtain from the Clerk of the Board of Freeholders a certification from the Clerk stating that the minutes of this meeting have not been vetoed by the Director of the Board of Freeholders.

EXHIBIT A

[Attach Forms of the Amendment
No. 1 to Power Purchase
Agreement, Amendment No.
1 to Company Lease
Agreement, Amendment No.
1 to County Guaranty
Agreement and Amendment
No. 1 to the Continuing
Disclosure Agreements]

AMENDMENT NO. 1 TO

LEASE PURCHASE AGREEMENT

(Somerset County Renewable Energy Program, Series 2011)

By and Between

SOMERSET COUNTY IMPROVEMENT AUTHORITY, as Lessor

and

SUNLIGHT GENERAL SOMERSET SOLAR, LLC, as Lessee

Dated as of _____ 1, 2015

with respect to Somerset County Improvement Authority's

\$_____ aggregate principal amount of

County of Somerset Guaranteed Renewable Energy Program Lease Revenue [Bonds/Notes],

Series 2015 (Federally Taxable),

AMENDMENT NO. 1 TO LEASE PURCHASE AGREEMENT
(Somerset County Renewable Energy Program, Series 2011)

THIS “AMENDMENT NO. 1 TO LEASE PURCHASE AGREEMENT (Somerset County Renewable Energy Program, Series 2011)” (including any amendments or supplements hereto from time to time in accordance with the terms hereof, this “*Amendment No. 1 to Company Lease Agreement*”), dated as of _____, 2015, is made by and among the SOMERSET COUNTY IMPROVEMENT AUTHORITY (including any successors and assigns, the “*Authority*” or “*Lessor*”), duly created by ordinance of the Board of Chosen Freeholders (“*Board of Freeholders*”) of the County of Somerset (the “*County*”), State of New Jersey (“*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the “*Act*”) and other applicable law, and SUNLIGHT GENERAL SOMERSET SOLAR, LLC, a limited liability company organized and existing under the laws of the State (including any successors and assigns, the “*Company*” or “*Lessee*”).

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the “*Authority*”) has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the “*Board of Freeholders*”) of the County of Somerset (the “*County*”) in the State of New Jersey (the “*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “*Act*”), and other applicable law;

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on February 9, 2011, as amended and supplemented, all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law (the “*Guaranty Ordinance*”), the County authorized issuance of bonds in a not to exceed amount of \$52,000,000 to finance all costs in connection with the Renewable Energy Program;

WHEREAS, pursuant to that certain resolution number 11-372 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “*Original Bond Resolution*”), the other “*Program Documents*” as defined in the Original Bond Resolution (the “*Original Program Documents*”), the Act, and other applicable law and official action, the Authority issued its (i) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)” dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the “*Series 2011A Bonds*”) and its (ii) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)” dated January 19, 2012, in the aggregate principal amount of \$2,810,000 (the “*Series 2011B Bonds*”, and together with the Somerset Series 2011A Bonds, the “*Series*

2011 Bonds”), the outstanding portion of the Series 2011B Bonds being held in its entirety by the County, to finance the Renewable Energy Projects (as defined in the Original Bond Resolution, as amended to date by the hereinafter defined Prior Consents (the “*Prior Bond Resolution*”));

WHEREAS, certain capitalized terms herein not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Bond Resolution (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 8;

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 8, (i) the Authority, the County and the Trustee are each a “*County Party*,” and may be collectively referred to as the “*County Parties*”, (ii) SunLight General Somerset Solar, LLC (the “*Company*”), the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 8) are each a “*Company Party*,” and may be collectively referred to as the “*Company Parties*”; (iii) each of the County Parties and the Company Parties shall be considered Parties;

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents;

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the “*EPC Contract*”) with Power Partners Mastec, LLC (“*Mastec*” or the “*EPC Contractor*”), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract;

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the “*EPC Contract Disputes*”);

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the “*Arbitration*”) to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties;

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the “*Litigation*”);

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) “Amendment and Consent No. 1 (Somerset County Renewable Energy Program, Series 2011)” dated as of August 25, 2012 (“*Consent No. 1*”); (ii) “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2012 (“*Consent No. 2*”); (iii) Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and when executed, “*Consent No. 3*”); (iv) “Amendment and Consent No. 4 (Somerset County

Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “*Consent No. 4*”); (v) “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “*Consent No. 5*”); (vi) “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series 2011)” dated as of October 1, 2013 (“*Consent No. 6*”); and (vii) “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“*Consent No. 7*” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “*Prior Consents*”), by and among the Parties referenced therein;

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the “*Prior Bond Resolution*”) and the other Program Documents (as so amended, the “*Prior Program Documents*”);

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of the EPC Contractor against the Company in the amount of \$23,573,863 (the “*Arbitration Award*”), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party;

WHEREAS, on August 21, 2014, the Authority delivered to the Trustee that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “*Authority Default Notice*”), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain “Trustee Notice Regarding Events of Default and other defaults” (the “*Trustee Default Notice*”), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “*Defaults*”);

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority has determined, subject to approval of the County pursuant to Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), to (i) enter into that certain “Settlement Agreement” by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 may be acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds,

or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) make provision to roll or term out the Series 2011B Bonds, (iii) provide that a portion of the Series 2015 Bonds, if issued, shall be applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) provide for certain Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplement Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the *Series 2015 Project*”) the Authority may decide to issue one or more series of taxable bonds or notes, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$8,400,000 (the “*Series 2015 Bonds*”), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” if and when adopted, as may be further amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2015 Bonds (the “*Series 2015 Supplemental Resolution*” and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the “*Bond Resolution*”), the Act and other applicable law;

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$34,390,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$17,610,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects;

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County or an affiliate thereof;

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the Authority determines to issue the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the “*Series 2015 Bond Authority Documents*”), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the “*Program Documents*”):

- (vi) That certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Lease Agreement*”), which in accordance with the Prior

Program Documents, shall automatically become part of the Company Lease Agreement;

- (vii) That certain “Amendment No. 1 to Power Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Power Purchase Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (viii) That certain “Amendment No. 1 to County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Guaranty Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (ix) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to Company Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and
- (x) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 8), and the County Guaranty;

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, if the Authority determines to issue same, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under

the terms of the Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application (the "*Local Finance Board Application*") to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the "*Local Finance Board*") in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, if the Authority shall determine to market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized the distribution of a preliminary official statement "deemed final" within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the "*Preliminary Official Statement*"), (ii) the execution and delivery of a bond purchase agreement (the "*Bond Purchase Agreement*") with an underwriter to be selected by the Authority through a fair and open process (alternatively, the "*Underwriter*") to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary Official Statement (the "*Official Statement*", and together with the Preliminary Official Statement, the Bond Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the "*Sale Documents*");

WHEREAS, (i) to the extent the Authority determines to issue the Series 2015 Bonds, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the "*Series 2015 Program Documents*"), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Chosen Freeholders pursuant to Section 13 and (ii) to the extent the Authority determines not to issue the Series 2015 Bonds to implement the Series 2015 Project, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, such Series 2015 Program Documents as are necessary, desirable or convenient to implement the Series 2015 Project;

NOW, THEREFORE, the Parties hereto do hereby covenant and agree with the other as follows:

Section 1. The Prior Consents, which have previously amended and supplemented the Program Documents, including this Amendment No. 1 to Company Lease Agreement, are hereby incorporated as if fully set forth herein. The parties hereto further agree that all of the terms of this Amendment No. 1 to Company Lease Agreement, as amended to date by the Prior Consents, and as further amended by Consent No. 8 and by this Amendment No. 1 to Company Lease Agreement, may be restated in an amended and restated single agreement, to bring together in a single document all the terms of this Amendment No. 1 to Company Lease Agreement, as fully amended to date, without any further authorizing action by any party hereto, so long as an Authorized Officer of all parties to this Amendment No. 1 to Company Lease

Agreement so direct, which direction may be set forth in any such amended and restated Company Lease Agreement.

Section 2. The Exhibit A-1, List of Renewable Energy Projects previously attached to the Original Company Lease Agreement shall be and is hereby replaced with a revised Exhibit A-1, List of Renewable Energy Projects as attached hereto, detailing the revised list of Renewable Energy Project, for all purposes of the Company Lease Agreement.

Section 3. The prior Exhibit A-3, Basic Lease Payment Schedule previously attached to the Original Company Lease Agreement shall be and is hereby replaced with a revised Exhibit A-3, Basic Lease Payment Schedule as attached hereto, detailing the revised Basic Lease Payments, for all purposes of the Company Lease Agreement.

Section 4. All other provisions of the Original Company Lease Agreement shall remain in full force and effect.

Section 5. In accordance with Section 1103 of the Original Company Lease Agreement, a copy of this Amendment No. 1 to Company Lease Agreement, in substantially final form, was delivered by the Lessor at least fifteen (15) days in advance of its execution to the Trustee and each Rating Agency.

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Amendment No. 1 to Company Lease Agreement to be executed in its name by its respective duly authorized officers, all as of the date first above written.

THE SOMERSET COUNTY IMPROVEMENT
AUTHORITY, as Lessor

[SEAL]

By: _____

Name: Michael J. Amorosa,

Title: Chairman

ATTEST:

By: _____

Name: Matthew D. Loper

Title: Secretary

SUNLIGHT GENERAL SOMERSET SOLAR,
LLC

By: Sunlight General Capital
Management, LLC, its Manager

By: _____

Name: Stacey L. Hughes

Title: Authorized Signatory

ATTEST:

By: _____

Name:

Title:

STATE OF NEW JERSEY)

) ss.:

COUNTY OF SOMERSET)

On this ___th day of _____, 2015, before me, a Notary Public in and for said County and State, personally appeared Michael Amorosa, known to me (or proved to me on the basis of satisfactory evidence) to be the Chairman of the Authority, that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said Authority.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this ___th day of _____, 2015, before me, a Notary Public in and for said County and State, personally appeared Stacey L. Hughes, known to me (or proved to me on the basis of satisfactory evidence) to be an Authorized Signatory the Manager of the Company, that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said Company.

Notary Public

Exhibit A

Revised Exhibit A-1

List of Renewable Energy Projects

EXHIBIT B

Revised Exhibit A-3

Basic Lease Payment Schedule

AMENDMENT NO. 1 TO

POWER PURCHASE AGREEMENT

(Somerset County Renewable Energy Program, Series 2011)

By and Between

SOMERSET COUNTY IMPROVEMENT AUTHORITY

and

SUNLIGHT GENERAL SOMERSET SOLAR, LLC

Dated as of _____ 1, 2015 with respect to Somerset County Improvement Authority's

\$_____ aggregate principal amount of
County of Somerset Guaranteed Renewable Energy Program Lease Revenue [Bonds/Notes],
Series 2015 (Federally Taxable),

AMENDMENT NO. 1 POWER PURCHASE AGREEMENT

(Somerset County Renewable Energy Program, Series 2011)

THIS “AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT (Somerset County Renewable Energy Program, Series 2011)” (including any amendments or supplements hereto from time to time in accordance with the terms hereof, this “*Power Purchase Agreement*”), dated as of _____, 2015, is made by and among the SOMERSET COUNTY IMPROVEMENT AUTHORITY (including any successors and assigns, the “*Authority*”), duly created by resolution of the Board of Chosen Freeholders (“*Board of Freeholders*”) of the County of Somerset (the “*County*”), State of New Jersey (“*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the “*Act*”) and other applicable law, and SUNLIGHT GENERAL SOMERSET SOLAR, LLC, a limited liability company organized and existing under the laws of the State (including any successors and assigns, the “*Company*” or “*Service Provider*”).

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the “*Authority*”) has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the “*Board of Freeholders*”) of the County of Somerset (the “*County*”) in the State of New Jersey (the “*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “*Act*”), and other applicable law;

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on February 9, 2011, as amended and supplemented, all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law (the “*Guaranty Ordinance*”), the County authorized issuance of bonds in a not to exceed amount of \$52,000,000 to finance all costs in connection with the Renewable Energy Program;

WHEREAS, pursuant to that certain resolution number 11-372 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “*Original Bond Resolution*”), the other “*Program Documents*” as defined in the Original Bond Resolution (the “*Original Program Documents*”), the Act, and other applicable law and official action, the Authority issued its (i) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)” dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the “*Series 2011A Bonds*”) and its (ii) “County of

Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)” dated January 19, 2012, in the aggregate principal amount of \$2,810,000 (the “*Series 2011B Bonds*”, and together with the Somerset Series 2011A Bonds, the “*Series 2011 Bonds*”), the outstanding portion of the Series 2011B Bonds being held in its entirety by the County, to finance the Renewable Energy Projects (as defined in the Original Bond Resolution, as amended to date by the hereinafter defined Prior Consents (the “*Prior Bond Resolution*”));

WHEREAS, certain capitalized terms herein not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Bond Resolution (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 8;

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 8, (i) the Authority, the County and the Trustee are each a “*County Party*,” and may be collectively referred to as the “*County Parties*”, (ii) SunLight General Somerset Solar, LLC (the “*Company*”), the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 8) are each a “*Company Party*,” and may be collectively referred to as the “*Company Parties*”; (iii) each of the County Parties and the Company Parties shall be considered Parties;

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents;

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the “*EPC Contract*”) with Power Partners Mastec, LLC (“*Mastec*” or the “*EPC Contractor*”), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract;

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the “*EPC Contract Disputes*”);

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the “*Arbitration*”) to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties;

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the “*Litigation*”);

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) “Amendment and Consent No. 1 (Somerset County Renewable Energy Program, Series 2011)” dated as of August 25, 2012 (“*Consent No. 1*”); (ii) “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of

September 1, 2012 (“*Consent No. 2*”); (iii) Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and when executed, “*Consent No. 3*”); (iv) “Amendment and Consent No. 4 (Somerset County Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “*Consent No. 4*”); (v) “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “*Consent No. 5*”); (vi) “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series 2011)” dated as of October 1, 2013 (“*Consent No. 6*”); and (vii) “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“*Consent No. 7*” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “*Prior Consents*”), by and among the Parties referenced therein;

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the “*Prior Bond Resolution*”) and the other Program Documents (as so amended, the “*Prior Program Documents*”);

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of the EPC Contractor against the Company in the amount of \$23,573,863 (the “*Arbitration Award*”), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party;

WHEREAS, on August 21, 2014, the Authority delivered to the Trustee that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “*Authority Default Notice*”), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain “Trustee Notice Regarding Events of Default and other defaults” (the “*Trustee Default Notice*”), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “*Defaults*”);

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority has determined, subject to approval of the County pursuant to Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), to (i) enter into that certain “Settlement Agreement” by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 may be acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds, or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) make provision to roll or term out the Series 2011B Bonds, (iii) provide that a portion of the Series 2015 Bonds, if issued, shall be applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) provide for certain Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplement Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the *Series 2015 Project*) the Authority may decide to issue one or more series of taxable bonds or notes, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$8,400,000 (the “*Series 2015 Bonds*”), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” if and when adopted, as may be further amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2015 Bonds (the “*Series 2015 Supplemental Resolution*” and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the “*Bond Resolution*”), the Act and other applicable law;

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$34,390,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$17,610,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects;

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County or an affiliate thereof;

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the Authority determines to issue the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the “*Series 2015 Bond Authority Documents*”), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the “*Program Documents*”):

- (i) That certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Lease Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Lease Agreement;
- (ii) That certain “Amendment No. 1 to Power Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Power Purchase Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (iii) That certain “Amendment No. 1 to County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Guaranty Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (iv) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to Company Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and
- (v) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 8), and the County Guaranty;

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, if the Authority determines to issue same, the Authority shall (i) not be considered a

“materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application (the “*Local Finance Board Application*”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, if the Authority shall determine to market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the “*Preliminary Official Statement*”), (ii) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with an underwriter to be selected by the Authority through a fair and open process (alternatively, the “*Underwriter*”) to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, the Bond Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the “*Sale Documents*”);

WHEREAS, (i) to the extent the Authority determines to issue the Series 2015 Bonds, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the “*Series 2015 Program Documents*”), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Chosen Freeholders pursuant to Section 13 and (ii) to the extent the Authority determines not to issue the Series 2015 Bonds to implement the Series 2015 Project, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, such Series 2015 Program Documents as are necessary, desirable or convenient to implement the Series 2015 Project;

NOW, THEREFORE, the Parties hereto do hereby covenant and agree with the other as follows:

Section 1. The Prior Consents, which have previously amended and supplemented the Program Documents, including this Amendment No. 1 to Power Purchase Agreement, are hereby incorporated as if fully set forth herein. The parties hereto further agree that all of the terms of this Amendment No. 1 to Power Purchase Agreement, as amended to date by the Prior Consents, and as further amended by Consent No. 8 and by this Amendment No. 1 to Power Purchase Agreement, may be restated in an amended and restated single agreement, to bring

together in a single document all the terms of this Amendment No. 1 to Power Purchase Agreement, as fully amended to date, without any further authorizing action by any party hereto, so long as an Authorized Officer of all parties to this Amendment No. 1 to Power Purchase Agreement so direct, which direction may be set forth in any such amended and restated Power Purchase Agreement.

Section 2. The definition of Bonds is hereby amended to mean the Series 2011 Bonds, the Series 2015 Bonds and any Additional Bonds issued under the Bond Resolution,

Section 3. The Exhibit A previously attached to the Original Power Purchase Agreement shall be and is hereby replaced with a revised Exhibit A as attached hereto, for all purposes of the Power Purchase Agreement.

Section 4. All other provisions of the Original Power Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to Power Purchase Agreement to be duly executed and delivered as of the date and day first above written.

SUNLIGHT GENERAL SOMERSET
SOLAR, LLC

By: Sunlight General Capital
Management, LLC, its Manager

By: _____

Name: Stacey L. Hughes

Title: Authorized Signatory

ATTEST:

By: _____

Name:

Title:

THE SOMERSET COUNTY
IMPROVEMENT AUTHORITY

[SEAL]

By: _____

Name: Michael J. Amorosa,

Title: Chairman

ATTEST:

By: _____

Name: Matthew D. Loper

Title: Secretary

ACKNOWLEDGMENT

Pursuant to 14.6 of their respective Local Unit License Agreements, the terms and conditions of this Amendment No. 1 to Power Purchase Agreement are hereby acknowledged and accepted by each of the affected Series 2011 Local Units, as acknowledgment parties to this Amendment No. 1 to Power Purchase Agreement, intending to be severally entitled to, and bound by, the rights, duties and obligations of Customer hereunder, this ____ day of _____, 2015.

[INSERT SIGNATURE BLOCK FOR AFFECTED LOCAL UNITS]

EXHIBIT A

Pricing Information with respect to the Series 2011 Bonds

1. Dated Date, Issuance Date and Date of Authentication of Series 2011 Bonds:

Dated Date, Issuance Date and Date of Authentication of Series 2011A Bonds:

[Date]

Dated Date, Issuance Date and Date of Authentication of Series 2011B Note:

[Date]

2. Paying Agent and Trustee for Series 2011 Bonds: U.S. Bank National Association

3. Amortization, including Sinking Fund Installments, and Interest Rates of Series 2011 Bonds:

See Original County Guaranty Agreement.

Pricing Information with respect to the Series 2011 Bonds

1. Dated Date, Issuance Date and Date of Authentication of Series 2015 Bonds:

Dated Date, Issuance Date and Date of Authentication of Series 2011A Bonds:

[date]

2. Paying Agent and Trustee for Series 2011 Bonds: U.S. Bank National Association

3. Amortization, including Sinking Fund Installments, and Interest Rates of Series 2011 Bonds:

4. Scheduled debt service payments for Series 2015 Bonds, including Sinking Fund Installments:

AMENDMENT NO. 1 TO

COUNTY GUARANTY AGREEMENT

(Somerset County Renewable Energy Program, Series 2011)

By and Between

SOMERSET COUNTY IMPROVEMENT AUTHORITY

And
COUNTY OF SOMERSET

Dated as of _____ 1, 2015

with respect to Somerset County Improvement Authority's
\$_____ aggregate principal amount of
County of Somerset Guaranteed Renewable Energy Program Lease Revenue [Bonds/Notes],
Series 2015 (Federally Taxable),

AMENDMENT NO. 1 TO COUNTY GUARANTY AGREEMENT

(Somerset County Renewable Energy Program, Series 2011)

THIS “AMENDMENT NO. 1 TO COUNTY GUARANTY AGREEMENT (Somerset County Renewable Energy Program, Series 2011)” dated as of _____, 2015 (including any amendments or supplements hereto from time to time in accordance with the terms hereof, this “*Amendment No. 1 to County Guaranty Agreement*”) by and between the SOMERSET COUNTY IMPROVEMENT AUTHORITY (including any successors and assigns, the “*Authority*”), duly created by resolution of the Board of Chosen Freeholders (“*Board of Freeholders*”) of the hereinafter defined County as a public body corporate and politic of the State of New Jersey (“*State*”) pursuant to and in accordance with the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the “*Act*”) and other applicable law, and the COUNTY OF SOMERSET, a political subdivision of the State (the “*County*”).

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the “*Authority*”) has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the “*Board of Freeholders*”) of the County of Somerset (the “*County*”) in the State of New Jersey (the “*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “*Act*”), and other applicable law;

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on February 9, 2011, as amended and supplemented, all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law (the “*Guaranty Ordinance*”), the County authorized issuance of bonds in a not to exceed amount of \$52,000,000 to finance all costs in connection with the Renewable Energy Program;

WHEREAS, pursuant to that certain resolution number 11-372 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “*Original Bond Resolution*”), the other “*Program Documents*” as defined in the Original Bond Resolution (the “*Original Program Documents*”), the Act, and other applicable law and official action, the Authority issued its (i) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)” dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the “*Series 2011A Bonds*”) and its (ii) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)” dated January 19, 2012, in the aggregate principal amount of \$2,810,000

(the “*Series 2011B Bonds*”, and together with the Somerset Series 2011A Bonds, the “*Series 2011 Bonds*”), the outstanding portion of the Series 2011B Bonds being held in its entirety by the County, to finance the Renewable Energy Projects (as defined in the Original Bond Resolution, as amended to date by the hereinafter defined Prior Consents (the “*Prior Bond Resolution*”));

WHEREAS, certain capitalized terms herein not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Bond Resolution (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 8;

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 8, (i) the Authority, the County and the Trustee are each a “*County Party*,” and may be collectively referred to as the “*County Parties*”, (ii) SunLight General Somerset Solar, LLC (the “*Company*”), the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 8) are each a “*Company Party*,” and may be collectively referred to as the “*Company Parties*”; (iii) each of the County Parties and the Company Parties shall be considered Parties;

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents;

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the “*EPC Contract*”) with Power Partners Mastec, LLC (“*Mastec*” or the “*EPC Contractor*”), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract;

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the “*EPC Contract Disputes*”);

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the “*Arbitration*”) to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties;

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the “*Litigation*”);

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) “Amendment and Consent No. 1 (Somerset County Renewable Energy Program, Series 2011)” dated as of August 25, 2012 (“*Consent No. 1*”); (ii) “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2012 (“*Consent No. 2*”); (iii) Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and

when executed, “*Consent No. 3*”); (iv) “Amendment and Consent No. 4 (Somerset County Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “*Consent No. 4*”); (v) “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “*Consent No. 5*”); (vi) “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series 2011)” dated as of October 1, 2013 (“*Consent No. 6*”); and (vii) “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“*Consent No. 7*” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “*Prior Consents*”), by and among the Parties referenced therein;

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the “*Prior Bond Resolution*”) and the other Program Documents (as so amended, the “*Prior Program Documents*”);

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of the EPC Contractor against the Company in the amount of \$23,573,863 (the “*Arbitration Award*”), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party;

WHEREAS, on August 21, 2014, the Authority delivered to the Trustee that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “*Authority Default Notice*”), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain “Trustee Notice Regarding Events of Default and other defaults” (the “*Trustee Default Notice*”), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “*Defaults*”);

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority has determined, subject to approval of the County pursuant to Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), to (i) enter into that certain “Settlement Agreement” by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 may be acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the

Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds, or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) make provision to roll or term out the Series 2011B Bonds, (iii) provide that a portion of the Series 2015 Bonds, if issued, shall be applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) provide for certain Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplement Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the *Series 2015 Project*”) the Authority may decide to issue one or more series of taxable bonds or notes, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$8,400,000 (the “*Series 2015 Bonds*”), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” if and when adopted, as may be further amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2015 Bonds (the “*Series 2015 Supplemental Resolution*” and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the “*Bond Resolution*”), the Act and other applicable law;

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$34,390,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$17,610,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects;

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County or an affiliate thereof;

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the Authority determines to issue the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the “*Series 2015 Bond Authority Documents*”), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the “*Program Documents*”):

- (i) That certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first

day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Lease Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Lease Agreement;

- (ii) That certain “Amendment No. 1 to Power Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Power Purchase Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (iii) That certain “Amendment No. 1 to County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Guaranty Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (iv) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to Company Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and
- (v) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 8), and the County Guaranty;

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, if the Authority determines to issue same, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12,

and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application (the "*Local Finance Board Application*") to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the "*Local Finance Board*") in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, if the Authority shall determine to market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized the distribution of a preliminary official statement "deemed final" within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the "*Preliminary Official Statement*"), (ii) the execution and delivery of a bond purchase agreement (the "*Bond Purchase Agreement*") with an underwriter to be selected by the Authority through a fair and open process (alternatively, the "*Underwriter*") to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary Official Statement (the "*Official Statement*", and together with the Preliminary Official Statement, the Bond Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the "*Sale Documents*");

WHEREAS, (i) to the extent the Authority determines to issue the Series 2015 Bonds, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the "*Series 2015 Program Documents*"), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Chosen Freeholders pursuant to Section 13 and (ii) to the extent the Authority determines not to issue the Series 2015 Bonds to implement the Series 2015 Project, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, such Series 2015 Program Documents as are necessary, desirable or convenient to implement the Series 2015 Project;

NOW, THEREFORE, the Parties hereto do hereby covenant and agree with the other as follows:

Section 1. The Prior Consents, which have previously amended and supplemented the Program Documents, including this Amendment No. 1 to County Guaranty Agreement, are hereby incorporated as if fully set forth herein. The parties hereto further agree that all of the terms of this Amendment No. 1 to County Guaranty Agreement, as amended to date by the Prior Consents, and as further amended by Consent No. 8 and by this Amendment No. 1 to County Guaranty Agreement, may be restated in an amended and restated single agreement, to bring together in a single document all the terms of this Amendment No. 1 to County Guaranty

Agreement, as fully amended to date, without any further authorizing action by any party hereto, so long as an Authorized Officer of all parties to this Amendment No. 1 to County Guaranty Agreement so direct, which direction may be set forth in any such amended and restated County Guaranty Agreement.

Section 2. The Exhibit A previously attached to the Original County Guaranty Agreement shall be and is hereby replaced with a revised Exhibit A as attached hereto, for all purposes of the County Guaranty Agreement.

Section 3. All remaining guaranty capacity under the Guaranty Ordinance, including, but not limited to, the Excess Guaranty Bonding Capacity, is hereby canceled and the Freeholder Director, the County Administrator and the County Chief Financial Officer (including their designees, each an “*Authorized Officer*”) are each hereby severally authorized and directed to take all actions in connection therewith in accordance with all applicable law, including without limitation the execution of such other certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable to cancel such remaining guaranty capacity, including the Excess Guaranty Bonding Capacity.

Section 4. All other provisions of the Original Company Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers thereunto duly authorized and this agreement to be dated as of the date and the year first above written.

ATTEST:

THE SOMERSET COUNTY
IMPROVEMENT AUTHORITY

By: _____

Matthew D. Loper
Secretary

By: _____

Michael J. Amorosa
Chairman

ATTEST:

COUNTY OF SOMERSET,
NEW JERSEY

By: _____

Kathryn Quick

Deputy Clerk of the Board of Chosen Freeholders

By: _____

Mark Caliguire

Freeholder Director

[Signature Page to Amendment no. 1 to County Guaranty Agreement]

EXHIBIT A

Pricing Information with respect to the Series 2011 Bonds

1. Dated Date, Issuance Date and Date of Authentication of Series 2011 Bonds:

Dated Date, Issuance Date and Date of Authentication of Series 2011A Bonds:

August 25, 2011

Dated Date, Issuance Date and Date of Authentication of Series 2011B Note:

[date]

2. Paying Agent and Trustee for Series 2011 Bonds: U.S. Bank National Association

3. Amortization, including Sinking Fund Installments, and Interest Rates of Series 2011 Bonds:

See Original County Guaranty Agreement.

Pricing Information with respect to the Series 2011 Bonds

1. Dated Date, Issuance Date and Date of Authentication of Series 2015 Bonds:

Dated Date, Issuance Date and Date of Authentication of Series 2011A Bonds:

[date]

2. Paying Agent and Trustee for Series 2011 Bonds: U.S. Bank National Association

3. Amortization, including Sinking Fund Installments, and Interest Rates of Series 2011 Bonds:

See 4 below.

[Remainder of page intentionally left blank]

4. Scheduled debt service payments for Series 2015 Bonds, including Sinking Fund Installments:

AMENDMENT NO. 1 TO
COMPANY CONTINUING DISCLOSURE AGREEMENT
(SOMERSET COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2011)

among

SUNLIGHT GENERAL SOMERSET SOLAR, LLC

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

and

SOMERSET COUNTY IMPROVEMENT AUTHORITY

Dated as of March __, 2015

with respect to Somerset County Improvement Authority's
\$_____ aggregate principal amount of
County of Somerset Guaranteed Renewable Energy Program Lease Revenue [Bonds/Notes],
Series 2015 (Federally Taxable),

AMENDMENT NO. 1 COMPANY CONTINUING DISCLOSURE AGREEMENT

(SOMERSET COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2011)

THIS AMENDMENT NO. 1 TO COMPANY CONTINUING DISCLOSURE AGREEMENT (SOMERSET COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2011) (including any amendments or supplements hereto from time to time in accordance with the terms hereof, this "*Amendment No. 1 to Company Continuing Disclosure Agreement*") is made and entered into as of _____, 2015 by and among SUNLIGHT GENERAL SOMERSET SOLAR, LLC, a limited liability company organized and existing under the laws of the State of New Jersey (the "*State*") (including any successors and assigns, the "*Company*"), U.S. BANK NATIONAL ASSOCIATION (the "*Bank*"), a national banking association authorized and acting under the laws of the United States of America and further authorized to conduct business in the State, where the Bank acts as trustee under and pursuant to the hereinafter defined Bond Resolution (including any successors and assigns, the "*Trustee*"), and the SOMERSET COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic duly created and validly existing under the laws of the State (including any successors and assigns, the "*Authority*").

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the "*Authority*") has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the "*Board of Freeholders*") of the County of Somerset (the "*County*") in the State of New Jersey (the "*State*") as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "*Act*"), and other applicable law;

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on February 9, 2011, as amended and supplemented, all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law (the "*Guaranty Ordinance*"), the County authorized issuance of bonds in a not to exceed amount of \$52,000,000 to finance all costs in connection with the Renewable Energy Program;

WHEREAS, pursuant to that certain resolution number 11-372 entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY" adopted by the governing body of the Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the "*Original Bond Resolution*"), the other "Program Documents" as defined in the Original Bond Resolution (the "*Original Program Documents*"), the Act, and other applicable law and official action, the Authority issued its (i) "County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)" dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the "*Series 2011A Bonds*") and its (ii) "County of

Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)” dated January 19, 2012, in the aggregate principal amount of \$2,810,000 (the “*Series 2011B Bonds*”, and together with the Somerset Series 2011A Bonds, the “*Series 2011 Bonds*”), the outstanding portion of the Series 2011B Bonds being held in its entirety by the County, to finance the Renewable Energy Projects (as defined in the Original Bond Resolution, as amended to date by the hereinafter defined Prior Consents (the “*Prior Bond Resolution*”));

WHEREAS, certain capitalized terms herein not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Bond Resolution (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 8;

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 8, (i) the Authority, the County and the Trustee are each a “*County Party*,” and may be collectively referred to as the “*County Parties*”, (ii) SunLight General Somerset Solar, LLC (the “*Company*”), the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 8) are each a “*Company Party*,” and may be collectively referred to as the “*Company Parties*”; (iii) each of the County Parties and the Company Parties shall be considered Parties;

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents;

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the “*EPC Contract*”) with Power Partners Mastec, LLC (“*Mastec*” or the “*EPC Contractor*”), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract;

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the “*EPC Contract Disputes*”);

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the “*Arbitration*”) to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties;

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the “*Litigation*”);

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) “Amendment and Consent No. 1 (Somerset County Renewable Energy Program, Series 2011)” dated as of August 25, 2012 (“*Consent No. 1*”); (ii) “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of

September 1, 2012 (“*Consent No. 2*”); (iii) Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and when executed, “*Consent No. 3*”); (iv) “Amendment and Consent No. 4 (Somerset County Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “*Consent No. 4*”); (v) “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “*Consent No. 5*”); (vi) “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series 2011)” dated as of October 1, 2013 (“*Consent No. 6*”); and (vii) “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“*Consent No. 7*” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “*Prior Consents*”), by and among the Parties referenced therein;

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the “*Prior Bond Resolution*”) and the other Program Documents (as so amended, the “*Prior Program Documents*”);

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of the EPC Contractor against the Company in the amount of \$23,573,863 (the “*Arbitration Award*”), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party;

WHEREAS, on August 21, 2014, the Authority delivered to the Trustee that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “*Authority Default Notice*”), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain “Trustee Notice Regarding Events of Default and other defaults” (the “*Trustee Default Notice*”), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “*Defaults*”);

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority has determined, subject to approval of the County pursuant to Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), to (i) enter into that certain “Settlement Agreement” by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 may be acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds, or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) make provision to roll or term out the Series 2011B Bonds, (iii) provide that a portion of the Series 2015 Bonds, if issued, shall be applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) provide for certain Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplement Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the *Series 2015 Project*) the Authority may decide to issue one or more series of taxable bonds or notes, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$8,400,000 (the “*Series 2015 Bonds*”), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” if and when adopted, as may be further amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2015 Bonds (the “*Series 2015 Supplemental Resolution*” and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the “*Bond Resolution*”), the Act and other applicable law;

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$34,390,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$17,610,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects;

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County or an affiliate thereof;

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the Authority determines to issue the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the “*Series 2015 Bond Authority Documents*”), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the “*Program Documents*”):

- (i) That certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Lease Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Lease Agreement;
- (ii) That certain “Amendment No. 1 to Power Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Power Purchase Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (iii) That certain “Amendment No. 1 to County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Guaranty Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (iv) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to Company Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and
- (v) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 8), and the County Guaranty;

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, if the Authority determines to issue same, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application (the “*Local Finance Board Application*”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, if the Authority shall determine to market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the “*Preliminary Official Statement*”), (ii) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with an underwriter to be selected by the Authority through a fair and open process (alternatively, the “*Underwriter*”) to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, the Bond Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the “*Sale Documents*”);

WHEREAS, (i) to the extent the Authority determines to issue the Series 2015 Bonds, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the “*Series 2015 Program Documents*”), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Chosen Freeholders pursuant to Section 13 and (ii) to the extent the Authority determines not to issue the Series 2015 Bonds to implement the Series 2015 Project, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, such Series 2015 Program Documents as are necessary, desirable or convenient to implement the Series 2015 Project;

NOW, THEREFORE, the Parties hereto do hereby covenant and agree with the other as follows:

Section 1. The Prior Consents, which have previously amended and supplemented the Program Documents, including this Amendment No. 1 to Company Continuing Disclosure Agreement, are hereby incorporated as if fully set forth herein. The parties hereto further agree that all of the terms of this Amendment No. 1 to Company Continuing Disclosure Agreement, as

amended to date by the Prior Consents, and as further amended by Consent No. 3 and by this Amendment No. 1 to Company Continuing Disclosure Agreement, may be restated in an amended and restated single agreement, to bring together in a single document all the terms of this Amendment No. 1 to Company Continuing Disclosure Agreement, as fully amended to date, without any further authorizing action by any party hereto, so long as an Authorized Officer of all parties to this Amendment No. 1 to Company Continuing Disclosure Agreement so direct, which direction may be set forth in any such amended and restated Company Continuing Disclosure Agreement.

Section 2. The Original Company Continuing Disclosure Agreement shall hereby be amended such that all references to Series 2011 shall now mean Series 2011 Bonds and Series 2015 Bonds.

Section 3. The definition of "Final Official Statement" in the Original Company Continuing Disclosure Agreement shall hereby be amended as follows:

"Final Official Statement" means (i) with respect to the Series 2011A Bonds, the Official Statement relating to the Series 2011A Bonds dated December 7, 2011 and (ii) with respect to the Series 2015 Bonds, the Official Statement relating to the Series 2015 Bonds dated _____, 2015.

Section 4. All other provisions of the Original Company Continuing Disclosure Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, SUNLIGHT GENERAL SOMERSET SOLAR, LLC, U.S. BANK NATIONAL ASSOCIATION and the SOMERSET COUNTY IMPROVEMENT AUTHORITY have caused this Amendment No. 1 to Company Continuing Disclosure Agreement to be executed in their respective names and their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

SUNLIGHT GENERAL SOMERSET
SOLAR, LLC

[ATTEST]

By: Sunlight General Capital
Management, LLC, its Manager

BY: _____

By: _____

Name:

Name: Stacey L. Hughes

Title:

Title: Authorized Signatory

ATTEST:

U.S. BANK NATIONAL
ASSOCIATION,

as Trustee

By: _____

[SEAL]

ATTEST:

THE SOMERSET COUNTY
IMPROVEMENT AUTHORITY

By: _____

Ellen M. Sandman

John Bonanni

Secretary

Chairperson

AMENDMENT NO. 1 TO
COUNTY CONTINUING DISCLOSURE AGREEMENT
(SOMERSET COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2011)

among

COUNTY OF SOMERSET

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

and

THE SOMERSET COUNTY IMPROVEMENT AUTHORITY

Dated as of March __, 2015

with respect to Somerset County Improvement Authority's
\$_____ aggregate principal amount of
County of Somerset Guaranteed Renewable Energy Program Lease Revenue [Bonds/Notes],
Series 2015 (Federally Taxable),

AMENDMENT NO. 1 COUNTY CONTINUING DISCLOSURE AGREEMENT

(SOMERSET COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2011)

THIS AMENDMENT NO. 1 TO COUNTY CONTINUING DISCLOSURE AGREEMENT (SOMERSET COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2011) (including any amendments or supplements hereto from time to time in accordance with the terms hereof, this "*County Continuing Disclosure Agreement*") is made and entered into as of March __, 2015 by and among the COUNTY OF SOMERSET, NEW JERSEY , a political subdivision of the hereinafter defined State (the "*County*"), U.S. BANK NATIONAL ASSOCIATION (the "*Bank*"), a national banking association authorized and acting under the laws of the United States of America and further authorized to conduct business in the State of New Jersey (the "*State*"), where the Bank acts as trustee under and pursuant to the hereinafter defined Bond Resolution (including any successors and assigns, the "*Trustee*"), and the SOMERSET COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic duly created and validly existing under the laws of the State (including any successors and assigns, the "*Authority*").

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the "*Authority*") has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the "*Board of Freeholders*") of the County of Somerset (the "*County*") in the State of New Jersey (the "*State*") as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "*Act*"), and other applicable law;

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on February 9, 2011, as amended and supplemented, all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law (the "*Guaranty Ordinance*"), the County authorized issuance of bonds in a not to exceed amount of \$52,000,000 to finance all costs in connection with the Renewable Energy Program;

WHEREAS, pursuant to that certain resolution number 11-372 entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY" adopted by the governing body of the Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the "*Original Bond Resolution*"), the other "Program Documents" as defined in the Original Bond Resolution (the "*Original Program Documents*"), the Act, and other applicable law and official action, the Authority issued its (i) "County of Somerset Guaranteed Renewable Energy Program

Lease Revenue Bonds, Series 2011A (Federally Taxable)” dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the “*Series 2011A Bonds*”) and its (ii) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)” dated January 19, 2012, in the aggregate principal amount of \$2,810,000 (the “*Series 2011B Bonds*”, and together with the Somerset Series 2011A Bonds, the “*Series 2011 Bonds*”), the outstanding portion of the Series 2011B Bonds being held in its entirety by the County, to finance the Renewable Energy Projects (as defined in the Original Bond Resolution, as amended to date by the hereinafter defined Prior Consents (the “*Prior Bond Resolution*”));

WHEREAS, certain capitalized terms herein not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Bond Resolution (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 8;

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 8, (i) the Authority, the County and the Trustee are each a “*County Party*,” and may be collectively referred to as the “*County Parties*”, (ii) SunLight General Somerset Solar, LLC (the “*Company*”), the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 8) are each a “*Company Party*,” and may be collectively referred to as the “*Company Parties*”; (iii) each of the County Parties and the Company Parties shall be considered Parties;

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents;

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the “*EPC Contract*”) with Power Partners Mastec, LLC (“*Mastec*” or the “*EPC Contractor*”), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract;

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the “*EPC Contract Disputes*”);

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the “*Arbitration*”) to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties;

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the “*Litigation*”);

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) “Amendment and Consent No. 1 (Somerset County Renewable Energy

Program, Series 2011)” dated as of August 25, 2012 (“*Consent No. 1*”); (ii) “Amendment and Consent No. 2 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2012 (“*Consent No. 2*”); (iii) Amendment and Consent No. 3 (Somerset County Renewable Energy Program, Series 2011)” to be dated as of the date of execution thereof (if and when executed, “*Consent No. 3*”); (iv) “Amendment and Consent No. 4 (Somerset County Renewable Energy Program, Series 2011)” dated as of April 1, 2013 (if and when executed, “*Consent No. 4*”); (v) “Amendment and Consent No. 5 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 1, 2013 (if and when executed, “*Consent No. 5*”); (vi) “Amendment and Consent No. 6 (Somerset County Renewable Energy Program, Series 2011)” dated as of October 1, 2013 (“*Consent No. 6*”); and (vii) “Amendment and Consent No. 7 (Somerset County Renewable Energy Program, Series 2011)” dated as of June 7, 2014 (“*Consent No. 7*” and together with Consent No. 1, Consent No. 2, Consent No. 3, Consent No. 4, Consent No. 5, and Consent No. 6, the “*Prior Consents*”), by and among the Parties referenced therein;

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the “*Prior Bond Resolution*”) and the other Program Documents (as so amended, the “*Prior Program Documents*”);

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators’ Awards in favor of the EPC Contractor against the Company in the amount of \$23,573,863 (the “*Arbitration Award*”), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party;

WHEREAS, on August 21, 2014, the Authority delivered to the Trustee that certain “Authority Notice Regarding Events of Defaults and other defaults” (the “*Authority Default Notice*”), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain “Trustee Notice Regarding Events of Default and other defaults” (the “*Trustee Default Notice*”), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority’s position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the “*Defaults*”);

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority has determined, subject to approval of the County pursuant to Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), to (i) enter into that certain “Settlement Agreement” by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 may be acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds, or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) make provision to roll or term out the Series 2011B Bonds, (iii) provide that a portion of the Series 2015 Bonds, if issued, shall be applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) provide for certain Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplement Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the *Series 2015 Project*) the Authority may decide to issue one or more series of taxable bonds or notes, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$8,400,000 (the “*Series 2015 Bonds*”), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” if and when adopted, as may be further amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2015 Bonds (the “*Series 2015 Supplemental Resolution*” and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the “*Bond Resolution*”), the Act and other applicable law;

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$34,390,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$17,610,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects;

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County or an affiliate thereof;

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the Authority determines to issue the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the “*Series 2015 Bond Authority Documents*”), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the “*Program Documents*”):

- (i) That certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Lease Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Lease Agreement;
- (ii) That certain “Amendment No. 1 to Power Purchase Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Power Purchase Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (iii) That certain “Amendment No. 1 to County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Guaranty Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (iv) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to Company Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to Company Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and
- (v) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain “Amendment No. 1 to County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2011)” to be dated the first day of the month of issuance of the Series 2015 Bonds (the “*Amendment No. 1 to County Continuing Disclosure Agreement*”), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 8), and the County Guaranty;

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, if the Authority determines to issue same, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application (the “*Local Finance Board Application*”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, if the Authority shall determine to market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the “*Preliminary Official Statement*”), (ii) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with an underwriter to be selected by the Authority through a fair and open process (alternatively, the “*Underwriter*”) to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, the Bond Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the “*Sale Documents*”);

WHEREAS, (i) to the extent the Authority determines to issue the Series 2015 Bonds, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the “*Series 2015 Program Documents*”), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Chosen Freeholders pursuant to Section 13 and (ii) to the extent the Authority determines not to issue the Series 2015 Bonds to implement the Series 2015 Project, the Authority shall have made a detailed report regarding the Series 2015 Project to the Board of Freeholders, which report shall include, without limitation, such Series 2015 Program Documents as are necessary, desirable or convenient to implement the Series 2015 Project;

NOW, THEREFORE, the Parties hereto do hereby covenant and agree with the other as follows:

Section 1. The Prior Consents, which have previously amended and supplemented the Program Documents, including this Amendment No. 1 to County Continuing Disclosure Agreement, are hereby incorporated as if fully set forth herein. The parties hereto further agree

that all of the terms of this Amendment No. 1 to County Continuing Disclosure Agreement, as amended to date by the Prior Consents, and as further amended by Consent No. 3 and by this Amendment No. 1 to County Continuing Disclosure Agreement, may be restated in an amended and restated single agreement, to bring together in a single document all the terms of this Amendment No. 1 to County Continuing Disclosure Agreement, as fully amended to date, without any further authorizing action by any party hereto, so long as an Authorized Officer of all parties to this Amendment No. 1 to County Continuing Disclosure Agreement so direct, which direction may be set forth in any such amended and restated County Continuing Disclosure Agreement.

Section 2. The Original County Continuing Disclosure Agreement shall hereby be amended such that all references to Series 2011 shall now mean Series 2011 Bonds and Series 201 Bonds.

Section 3. The definition of "Final Official Statement" in the Original County Continuing Disclosure Agreement shall hereby be amended as follows:

"Final Official Statement" means (i) with respect to the Series 2011A Bonds, the Official Statement relating to the Series 2011A Bonds dated December 7, 2011 and (ii) with respect to the Series 2015 Bonds, the Official Statement relating to the Series 2015 Bonds dated _____, 2015.

Section 4. All other provisions of the Original County Continuing Disclosure Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY OF SOMERSET, U.S. BANK NATIONAL ASSOCIATION and the SOMERSET COUNTY IMPROVEMENT AUTHORITY have caused this Amendment No. 1 to County Continuing Disclosure Agreement to be executed in their respective names and their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

[SEAL]

ATTEST:

COUNTY OF SOMERSET, NEW JERSEY

By: _____

Patrick Scaglione
Freeholder Director

ATTEST:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____

[SEAL]

ATTEST:

THE SOMERSET COUNTY
IMPROVEMENT AUTHORITY

By: _____

Matthew D. Loper

Michael J. Amorosa

Secretary

Chairman

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-145

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT
BETWEEN COUNTY OF SOMERSET AND SOMERVILLE BOARD OF
EDUCATION FOR THE MILLING AND RESURFACING OF
VANDERVEER SCHOOL PARKING LOT**

WHEREAS, THE County of Somerset and the Somerville Board of Education are desirous of entering into a Shared Services Agreement for the milling and resurfacing of Vanderveer School parking lot consistent with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, the Shared Services Agreement sets forth and apportions various duties, responsibilities, and obligation of the parties for this project, as well as requiring the County to provide all necessary services for Engineering Design, Construction Inspection and open public bidding for the project and requiring the Board of Education to provide for the Construction and all other tasks associated with the completion of the project; and

WHEREAS, the Agreement(s) further apportions responsibility between the County and the Board of Education for certain expenses and costs associated with the project; and

WHEREAS, the terms and conditions of the Shared Services Agreement are set forth in the Agreement, copy of which is on file with the Office of the Deputy Clerk of the Board of Chosen Freeholders; and

WHEREAS, this Resolution shall take effect immediately upon adoption and publication in accordance with law.

NOW, THEREFORE, BE IT RESOLVED that by the Somerset County Board of Chosen Freeholders that the Director and Deputy Clerk of the Board of Chosen Freeholders are hereby authorized to execute the Shared Services Agreement for Milling and Resurfacing of Vanderveer School Parking Lot between the County of Somerset and the Somerville Board of Education, as well as any documents which may be necessary to effectuate said agreement, and the Administrator is authorized to execute any and all documents necessary to effectuate and

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R15-146

**RESOLUTION AUTHORIZING QUALIFIED FIRMS FOR
VARIOUS PROFESSIONAL LEGAL SERVICES AND TITLE INSURANCE AGENCIES
FOR SOMERSET COUNTY FOR THE YEAR 2015
CONTRACT #CY-XS-0002-15-S1
SUPPLEMENTAL
PROFESSIONAL LEGAL SERVICES FOR CIVIL COMMITMENTS
FOR COUNTY'S ADJUSTER'S OFFICE**

WHEREAS, the County of Somerset properly advertised seeking Requests for Proposals to furnish professional services for Various Professional Legal Services and Title Insurance Agencies for Somerset County for the Year 2015 in accordance with N.J.S.A. 19:44A-20.4, et seq.; and,

WHEREAS, the "Availability of Funds Certificate" is to be executed by the Chief Financial Officer at the time a service Resolution and/or Purchase Order is placed; in accordance with the fee schedules on file in the Purchasing Division; and

WHEREAS, the County of Somerset Purchasing Division did advertise for said services on the County Website, www.co.somerset.nj.us ; and

WHEREAS, proposals were received and read on February 24, 2015 at 2:30 P.M. for Professional Legal Services for Civil Commitments for County's Adjuster's Office for the Year 2015 in accordance with N.J.S.A. 19:44A-20.4, et seq.; and

WHEREAS, the following firm(s) have submitted proposal(s) to perform the aforesaid services and the County Counsel has determined they are qualified to provide the services of the type and nature to carry out the aforesaid services as described below:

Professional Legal Services for Civil Commitments for County's Adjuster's Office

Scholl, Whittlesey & Gruenberg, LLC
1 East Main Street, Suite 1
Flemington, New Jersey 08822

NOW, THEREFORE, BE IT RESOLVED that by the Board of Chosen Freeholders of the County of Somerset as follows:

3. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to qualify the 1 vendor(s) to perform the aforesaid services in accordance with the fee schedules pursuant to the contracts to be filed with the Clerk of the Board and approved as to form and content by County Counsel; and
4. That the engagement of the above named have been in conformance with a Fair and Open Process for Exempt Service exception, Local Public Contract Law, N.J.S.A. 40A:11-5 (1) (a) (i) Professional Services.
5. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: LEVINE, SCAGLIONE, PALMER, WALSH, CALIGUIRE
NAYS: NONE
ABSENT: NONE

MRS. WALSH INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

There being no further business, upon motion made and duly seconded the meeting was adjourned.

Kathryn Quick
Deputy Clerk of the Board

Check Register - (CLEARING01) CLAIMS - CHECKING CASH ACCOUNT

DATE	CHECK #	PAID TO	AMOUNT
2/10/2015	269672	1047 CLERK OF THE SUPERIOR COURT	32,864.91
2/11/2015	269668	10827 ADTI HOUSING CORP.	1,390.00
2/11/2015	269669	690 BOROUGH OF SOMERVILLE	14,000.00
2/11/2015	269670	4792 SOMERSET COUNTY BOARD OF	15,857.00
2/11/2015	269671	4812 SOMERSET COUNTY TREASURER	123.97
2/20/2015	269697	17880 A B STAMP AND SIGN, LLC	122.45
2/20/2015	269698	18074 AFFORDABLE HOUSING PROFESSIONALS	120.00
2/20/2015	269699	19268 AIR SYSTEMS MAINTENANCE	285.00
2/20/2015	269700	8150 ALLEN PAPER AND SUPPLY	2,434.50
2/20/2015	269701	3258 ALLIED OIL INC.	120,753.52
2/20/2015	269702	16359 AMERCARE PRODUCTS, INC.	75.00
2/20/2015	269703	21025 AMERICAN ACADEMY OF	165.00
2/20/2015	269704	17999 AMERICAN INSTITUTE OF	3,600.00
2/20/2015	269705	11002 AMERICAN TOWER CORPORATION	1,077.64
2/20/2015	269706	19210 ANSEMI AND DECICCO, INC.	337,259.12
2/20/2015	269707	284 APOLLO GLASS CO.	975.00
2/20/2015	269708	301 ART PRIDE NEW JERSEY, INC.	100.00
2/20/2015	269709	8066 ASL INTERPRETER REFERRAL	232.79
2/20/2015	269710	385 AT & T	1,709.13
2/20/2015	269711	361 AT & T	1.15
2/20/2015	269712	384 AT & T	2,099.00
2/20/2015	269713	7487 ATLANTIC SALT INC.	133,403.78
2/20/2015	269714	10516 AVTECH INSTITUTE OF TECHNOLOGY	14,400.00
2/20/2015	269715	10516 AVTECH INSTITUTE OF TECHNOLOGY	6,000.00
2/20/2015	269716	19195 BEYER FORD	43,164.00
2/20/2015	269717	11506 BILAL A. MIAN, M.D., P.A.	162.50
2/20/2015	269718	17372 BLUE WING SERVICES	5,433.74
2/20/2015	269719	16855 BRAZ DANTAS	100.00
2/20/2015	269720	12052 BRIDGEWATER POLICE DEPARTMENT	400.00
2/20/2015	269721	740 BRIDGEWATER RESOURCES INC**	1,174.94
2/20/2015	269722	3303 BRIDGEWATER'S PITSTOP N WASH	60.50
2/20/2015	269723	8227 BRIDGEWATER'S PITSTOP N WASH	30.00
2/20/2015	269724	733 BROOKDALE COMMUNITY COLLEGE	2,271.28
2/20/2015	269725	898 CABLEVISION	10.67
2/20/2015	269726	861 CAMMPS HARDWARE & LAWN PROD.	229.74
2/20/2015	269727	9394 CAMPBELL SUPPLY COMPANY, INC.	6,008.88
2/20/2015	269728	8078 CATHOLIC CHARITIES	19,879.00
2/20/2015	269729	8692 CESAR VALENCIA	100.00
2/20/2015	269730	5963 CHAS S. WINNER, INC.	101,373.00
2/20/2015	269731	12228 CHEMUNG SUPPLY CORPORATION	12,632.00
2/20/2015	269732	11402 CHERRY, WEBER, AND ASSOCIATES	8,349.17
2/20/2015	269733	11716 CHRISTOPHER O'NEIL	100.00
2/20/2015	269734	9569 CINTAS FIRST AID AND SAFETY	165.85
2/20/2015	269735	21171 CIRCLE FLOORS, LLC	4,160.00
2/20/2015	269736	20181 COMCAST	295.60
2/20/2015	269737	924 COMMUNITY HOME CARE	27,663.00
2/20/2015	269738	17944 CORNERSTONE ARCHITECTURAL GRP	13,992.44
2/20/2015	269739	21103 COTTRELL SOLENSKY AND SEMPLE, P.A.	1,161.00
2/20/2015	269740	1122 COURIER NEWS	632.76
2/20/2015	269741	1289 CUMMINS POWER SYSTEMS, LLC	461.25
2/20/2015	269742	1344 DAVE'S SUBURBAN DISPOSAL, INC.	1,142.00
2/20/2015	269743	9025 DEER PARK SPRING WATER	14.45
2/20/2015	269744	17421 DELTA CONTRACTING SERVICES INC	554.55
2/20/2015	269745	2735 DENISE A KATULA	397.02
2/20/2015	269746	11432 DENISE WOOLEY	100.00
2/20/2015	269747	11809 DIANE MEISS	47.99
2/20/2015	269748	1528 DYNAMIC PEST CONTROL	35.00
2/20/2015	269749	11635 EAST COAST EMERGENCY LIGHTING	770.91
2/20/2015	269750	1618 EMERGENCY MEDICAL ASSOCIATES	457.75
2/20/2015	269751	19209 EPLUS	10,568.40
2/20/2015	269752	1611 EPLUS TECHNOLOGY	3,175.00
2/20/2015	269753	15380 EXPRESS DRIVING SCHOOL , INC.	2,000.00
2/20/2015	269754	9050 FLEMINGTON DEPARTMENT STORE	18.00
2/20/2015	269755	9450 FLEMINGTON JEEP	68.96
2/20/2015	269756	16857 FRANK ZIEMIANEK	100.00
2/20/2015	269757	1929 FRENCH & PARRELLO ASSOCIATES	29,087.61
2/20/2015	269758	1882 FRENCH & PARRELLO ASSOCIATES	31,314.00
2/20/2015	269759	2001 GARDEN STATE HARDWARE WHLERS.	2,510.72
2/20/2015	269760	1984 GARDEN STATE HIGHWAY	4,140.00
2/20/2015	269761	7744 GAYLE KAUFMAN	40.94
2/20/2015	269762	10396 GLOVE AND SAFETY PEOPLE	173.40
2/20/2015	269763	8915 GOURMET EVENTS/MAX'S	109.45
2/20/2015	269764	2161 GRAINGER	626.88
2/20/2015	269765	20213 GREENSCAPE LANDSCAPE	4,940.00
2/20/2015	269766	2142 GREG GRIFFIN	42.00
2/20/2015	269767	2130 GRIFFITH ELECTRIC SUPPLY, INC.	277.30

2/20/2015	269768	15051	HARISH BHALLA	132.61
2/20/2015	269769	7732	HATCH MOTT MACDONALD T&T, INC.	16,762.65
2/20/2015	269770	9780	HECTOR SANCHEZ	100.00
2/20/2015	269771	21182	HENDERSON PRODUCTS, INC.	815.00
2/20/2015	269772	2356	HILLSBOROUGH BOARD OF	120.00
2/20/2015	269773	11092	HUNTERDON COUNTY ESC	270.00
2/20/2015	269774	8613	HUNTERDON COUNTY POLYTECH	2,000.00
2/20/2015	269775	20637	HUNTERDON COUNTY PROSECUTOR'S	5,000.00
2/20/2015	269776	15268	INDEPENDENCE CONSTRUCTORS	996.00
2/20/2015	269777	7121	INDEPENDENT OVERHEAD DOOR CO.	802.00
2/20/2015	269778	10583	R.K. COMPUTERS SERVICES	1,600.00
2/20/2015	269779	20173	JANICE REINHARDT	71.20
2/20/2015	269780	12174	JASON ROGERS	159.99
2/20/2015	269781	3091	JOHN M. LORE, ESQ.	1,537.50
2/20/2015	269782	19175	KATIE OZOLINS	91.05
2/20/2015	269783	2766	KELLER & KIRKPATRICK	10,607.42
PS ABSTAIN				
2/20/2015	269784	2768	KEY-TECH	168.00
2/20/2015	269785	8624	KEYSTONE PRECISION INSTRUMENTS	300.75
2/20/2015	269786	20102	KM CONSTRUCTION CORPORATION	178,977.40
2/20/2015	269787	18162	KYOCERA MITA AMERICA, INC	71.05
2/20/2015	269788	388	LANGUAGE LINE SERVICES, INC.	571.20
2/20/2015	269789	2931	LAWSON PRODUCTS, INC.	1,696.86
2/20/2015	269790	19662	LISA ROSSI	80.63
2/20/2015	269791	15970	LUBE CONNECTION	669.25
2/20/2015	269792	15970	LUBE CONNECTION	910.17
2/20/2015	269793	3159	MANVILLE POLICE DEPARTMENT	700.00
2/20/2015	269794	7481	MARIA POWSER	100.00
2/20/2015	269795	3386	MENTAL HEALTH ASSOCIATION IN	20,363.33
2/20/2015	269796	6237	METRO IMAGING SERVICES, INC.	1,095.00
2/20/2015	269797	3468	MIDCO WASTE SYSTEMS	1,081.66
2/20/2015	269798	3425	MIDDLE EARTH	29,376.49
2/20/2015	269799	3549	MONMOUTH COUNTY POLICE ACADEMY	1,050.00
2/20/2015	269800	18489	MONMOUTH CTY ASSESSOR'S ASSOC.	960.00
2/20/2015	269801	3538	MOTOROLA	53,278.00
2/20/2015	269802	8801	NJ ASSOC OF COUNTY TAX BOARDS	1,750.00
2/20/2015	269803	9471	NJ ASSOCIATION OF COUNTY YOUTH	50.00
2/20/2015	269804	3769	NJ C.O.S.T.	50.00
2/20/2015	269805	3908	NJ DEPT OF COMMUNITY AFFAIRS	1,732.00
2/20/2015	269806	10769	NJ DIVISION OF MOTOR VEHICLES	135.00
2/20/2015	269807	3870	NJ STATE ASSOC. OF CTY ROAD	350.00
2/20/2015	269808	3837	NJAMHA, INC.	175.00
2/20/2015	269809	4123	PATERSON PAPERS	1,447.50
2/20/2015	269810	4164	PENN STATE UNIVERSITY	450.00
2/20/2015	269811	19123	PERSONAL PROTECTION	110.00
2/20/2015	269812	4258	POST HARDWARE	1,441.80
2/20/2015	269813	18768	PRINCETON HEALTHCARE SYSTEMS	1,100.00
2/20/2015	269814	4363	PROFESSIONAL CLIMATE CONTROL	12,309.60
2/20/2015	269815	4397	PUMPING SERVICES INC	700.00
2/20/2015	269816	4446	RANDAZZO'S	650.99
2/20/2015	269817	4797	RARITAN VALLEY	764,126.00
2/20/2015	269818	4503	RBA GROUP	113,067.56
2/20/2015	269819	15391	REED AND PERRINE, INC.	3,862.50
2/20/2015	269820	9783	REGINA FRANCIS MCDUFFY	100.00
2/20/2015	269821	18113	REIVAX CONTRACTING CORP.	13,970.50
2/20/2015	269822	4524	REPS FITNESS SUPPLY	205.00
2/20/2015	269823	2172	RICHARD GUHL	139.95
2/20/2015	269824	5589	RICHARD TURNER	100.00
2/20/2015	269825	16911	RICOH AMERICAS CORPORATION	133.19
2/20/2015	269826	14599	RICOH AMERICAS CORP.	276.00
2/20/2015	269827	10441	RICOH USA, INC.	1,492.06
2/20/2015	269828	16345	RP BAKING, LLC	160.68
2/20/2015	269829	18003	RUTGERS UNIVERISITY - CENTER	4,250.50
2/20/2015	269830	4693	RUTGERS, THE STATE UNIVERSITY	1,731.00
2/20/2015	269831	10637	RVCC/CCE	3,577.73
2/20/2015	269832	17746	SAFARILAND	200.00
2/20/2015	269833	21199	SAYYID CARVIN	89.99
2/20/2015	269834	4833	SCHIFANO CONSTRUCTION CORP.	641,375.58
2/20/2015	269835	20971	Schindler Elevator Service	25,038.05
2/20/2015	269836	3437	SHARON A MICHALSKI, ESQ.	1,262.50
2/20/2015	269837	10986	SHARP ELECTRONICS CORP.	177.31
2/20/2015	269838	17487	SHI INTERNATIONAL CORP.	9,537.21
2/20/2015	269839	17824	SKYLANDS VISITOR MAGAZINE	550.00
2/20/2015	269840	18740	SOLLERS, INC.	3,200.00
2/20/2015	269841	5029	SOM CTY CHAMBER OF COMMERCE	3,666.75
2/20/2015	269842	4830	SOM CTY VOCATIONAL & TECHNICAL	1,088,798.00
2/20/2015	269843	4792	SOMERSET COUNTY BOARD OF	500,000.00
2/20/2015	269844	4792	SOMERSET COUNTY BOARD OF	45,000.00
2/20/2015	269845	5056	SOMERSET COUNTY BUSINESS	19,250.00
2/20/2015	269846	1219	SOMERSET COUNTY PROSECUTOR'S	7,719.80
2/20/2015	269847	4812	SOMERSET COUNTY TREASURER	10,133.65
2/20/2015	269848	4794	SOMERSET CTY PARK COMMISSION	1,000,000.00
2/20/2015	269849	5067	SOMERSET HOME FOR TEMPORARILY	16,913.65
2/20/2015	269850	20411	STATE OF NEW JERSEY, DEPT OF	750.00
2/20/2015	269851	5220	STAVOLA CONSTRUCT MAT, INC.	509.43
2/20/2015	269852	604	STERICYCLE, INC.	534.87
2/20/2015	269853	18558	SUSAN LANG	213.60

2/20/2015	269854	7226	T&M ASSOCIATES	9,240.72
PSP	ABSTAIN			
2/20/2015	269855	4021	THOMAS O'LOUGHLIN ESQ	1,000.00
2/20/2015	269856	21184	TURTLE BROOK REALTY, LLC	18,433.00
2/20/2015	269857	19215	U.S. HEALTHWORKS MEDICAL GROUP	150.00
2/20/2015	269858	5631	UNION AVENUE LEGEND PHARMACY	524.83
2/20/2015	269859	5636	UNITED PARCEL SERVICE	60.51
2/20/2015	269860	9130	UNITED REFRIGERATION, INC.	31.75
2/20/2015	269861	9047	UNIVERSAL UNIFORM, INC.	91,810.00
2/20/2015	269862	3793	VERIZON	1,538.82
2/20/2015	269863	568	VERIZON	3,357.00
2/20/2015	269864	3793	VERIZON	1,402.37
2/20/2015	269865	9820	VERIZON WIRELESS	2,127.21
2/20/2015	269866	558	VERIZON WIRELESS - LERT B	100.00
2/20/2015	269867	20969	VOLLERS EXCAVATING AND CONSTRUCTION1,	124,843.27
2/20/2015	269868	16311	W.B. MASON CO., INC.	1,194.93
2/20/2015	269869	16311	W.B. MASON CO., INC.	2,593.60
2/20/2015	269870	5919	WHITEMARSH CORPORATION	1,969.70
2/20/2015	269871	11060	WHITSONS	81,137.21
2/20/2015	269872	5976	WOLFINGTON BODY COMPANY	166.74
2/20/2015	269873	7486	XEROX CAPITAL SERVICES, LLC	658.08
2/20/2015	269874	6019	XEROX CORPORATION	228.09
2/20/2015	269875	6018	XEROX CORPORATION	1,489.47
2/20/2015	269876	6022	XEROX CORPORATION	210.00
2/20/2015	269877	6069	ZEE MEDICAL SERVICE CO.	621.67
2/20/2015	269888	898	CABLEVISION	339.60
2/27/2015	269889	6093	AARON & COMPANY	1,506.59
2/27/2015	269890	7955	AD CETERA, INC.	199.10
2/27/2015	269891	104	AGWAY, RARITAN VALLEY	349.00
2/27/2015	269892	119	AIRGAS, INC.	7.34
2/27/2015	269893	21218	AMERICAN PAPER OPTICS, LLC	907.00
2/27/2015	269894	18618	ANTOINETTE HARTMAN-GOODYEAR	30.00
2/27/2015	269895	307	ARCARO AWARD GALLERY, INC.	120.00
2/27/2015	269896	8066	ASL INTERPRETER REFERRAL	235.74
2/27/2015	269897	361	AT & T	35.48
2/27/2015	269898	15658	ATLANTIC TACTICAL OF	42.95
2/27/2015	269899	408	AUTOMATIC COMMUNICATIONS	654.00
2/27/2015	269900	602	B.M.I. - BIG MIKE, INC.	275.00
2/27/2015	269901	6485	BOUND BROOK BOROUGH	7,526.46
2/27/2015	269902	6476	BRANCHBURG TWSP	7,526.46
2/27/2015	269903	11990	BRIAN RICKS	150.00
2/27/2015	269904	740	BRIDGEWATER RESOURCES INC**	718.32
2/27/2015	269905	3303	BRIDGEWATER'S PITSTOP N WASH	28.00
2/27/2015	269906	19516	C.A. SHORT COMPANY	550.00
2/27/2015	269907	10333	CABLEVISION	282.18
2/27/2015	269908	898	CABLEVISION	84.90
2/27/2015	269909	861	CAMMPS HARDWARE & LAWN PROD.	308.73
2/27/2015	269910	3279	CANON BUSINESS SOLUTIONS, INC.	140.25
2/27/2015	269911	20385	CDI-INFRASTRUCTURE, LLC	8,147.00
2/27/2015	269912	3007	CENTRAL LEWMAR	633.00
2/27/2015	269913	9569	CINTAS FIRST AID AND SAFETY	824.83
2/27/2015	269914	174	CINTAS FIRST AID AND SAFETY	136.90
2/27/2015	269915	21107	COLORFUL STORY BOOKS OF NJ, LLC	460.80
2/27/2015	269916	924	COMMUNITY HOME CARE	938.00
2/27/2015	269917	21056	COMPLETE RECYCLING SOLUTIONS, LLC	251.63
2/27/2015	269918	17152	CONTINENTAL RESOURCES, INC.	99.50
2/27/2015	269919	11853	COOPER & ROGERS, ESQS.	6,075.75
2/27/2015	269920	8779	CORE SOURCE	4,825.98
2/27/2015	269921	3479	COUNTY COLLEGE OF MORRIS	6,080.00
2/27/2015	269922	1122	COURIER NEWS	214.72
2/27/2015	269923	7946	DEPENDABLE FIRE EQUIPMENT CO.	461.70
2/27/2015	269924	18496	DISCOVERY BENEFITS	2,807.04
2/27/2015	269925	1528	DYNAMIC PEST CONTROL	550.00
2/27/2015	269926	6191	EAGLE POINT GUN SHOP	11,888.71
2/27/2015	269927	15361	EDWARD C. CIEMPOLA	979.00
2/27/2015	269928	1601	ELECTRONIC'S MEASUREMENT LAB	295.00
2/27/2015	269929	19877	EMERGENCY SERVICES MARKETING	300.00
2/27/2015	269930	1617	EMSL ANALYTICAL, INC.	98.00
2/27/2015	269931	19209	EPLUS	22,708.08
2/27/2015	269932	6477	FAR HILLS BOROUGH	6,272.05
2/27/2015	269933	9375	FEDEX	68.08
2/27/2015	269934	9050	FLEMINGTON DEPARTMENT STORE	541.14
2/27/2015	269935	9953	FRAME ME	149.00
2/27/2015	269936	20316	GENERAL HEALTHCARE RESOURCES	9,524.25
2/27/2015	269937	2140	GRAINGER	276.12
2/27/2015	269938	2161	GRAINGER	2,143.00
2/27/2015	269939	18551	GREATER SOMERSET PUBLIC HEALTH	105.00
2/27/2015	269940	2130	GRIFFITH ELECTRIC SUPPLY, INC.	477.50
2/27/2015	269941	7732	HATCH MOTT MACDONALD T&T, INC.	25,392.65
2/27/2015	269942	17969	HCC LIFE INSURANCE COMPANY	85,161.42
2/27/2015	269943	2391	HORIZON BLUE CROSS/BLUE SHIELD	84,253.58
2/27/2015	269944	18986	HUGHES ENVIRONMENTAL SERVICES	1,350.00
2/27/2015	269945	11023	HUNTERDON COUNTY DEPARTMENT OF	8,883.00
2/27/2015	269946	11092	HUNTERDON COUNTY ESC	41,760.40
2/27/2015	269947	2577	INDUSTRIAL RUBBER CO	68.81
2/27/2015	269948	20288	JACKIE MAJEWSKI	100.00
2/27/2015	269949	6487	JERRY A. LEWIS & ASSOC	3,050.00

2/27/2015	269950	2648 JEWEL ELECTRIC SUPPLY	1,078.66
2/27/2015	269951	5940 JILL WILLIAMSON	97.45
2/27/2015	269952	19975 JOANN JANUS	37.83
2/27/2015	269953	15145 JORGE ROSADO	94.98
2/27/2015	269954	14998 KATHLEEN SPERDUTO	744.98
2/27/2015	269955	2893 KEN & ZINA O'DOWD	9,104.00
2/27/2015	269956	14699 KRISTIN HARDEN	200.00
2/27/2015	269957	4691 LANCE RULKA	80.00
2/27/2015	269958	579 LOUIS BERGER GROUP, INC.	4,098.64
2/27/2015	269959	9295 LUCILLE YOUNG-TALBOT	12,650.00
2/27/2015	269960	6478 MANVILLE BOROUGH	2,508.82
2/27/2015	269961	7225 MASER CONSULTING P.A.	17,768.75
2/27/2015	269962	3425 MIDDLE EARTH	20,064.05
2/27/2015	269963	3500 MONTGOMERY TWP POLICE DEPT	1,000.00
2/27/2015	269964	9028 NANCY DIVITO, CUSTODIAN	375.19
2/27/2015	269965	20144 NJ DIVISION OF PENSIONS AND	3,498.80
2/27/2015	269966	8406 NJ ENVIRONMENTAL HEALTH ASSOC.	50.00
2/27/2015	269967	6479 NORTH PLAINFIELD BOROUGH	15,052.92
2/27/2015	269968	19460 OFFICE CONCEPTS GROUP	194.99
2/27/2015	269969	4123 PATERSON PAPERS	1,433.23
2/27/2015	269970	9903 PRINCETON INSURANCE COMPANIES	2,865.56
2/27/2015	269971	4363 PROFESSIONAL CLIMATE CONTROL	5,104.34
2/27/2015	269972	21102 QuickSeries Publishing Inc	2,082.15
2/27/2015	269973	16911 RICOH AMERICAS CORPORATION	161.84
2/27/2015	269974	10441 RICOH USA, INC.	1,479.64
2/27/2015	269975	17298 RWJ UNIVERSITY HOSPITAL SOMERSET	1,330.88
2/27/2015	269976	8127 SAKER SHOPRITES, INC.	2,169.29
2/27/2015	269977	20391 SCANTEK, INC.	485.00
2/27/2015	269978	8306 SHERIFF FRANK PROVENZANO	2,700.90
2/27/2015	269979	5095 SOM CTY 4-H ASSOCIATION	4,825.00
2/27/2015	269980	4792 SOMERSET COUNTY BOARD OF	14,998.00
2/27/2015	269981	4792 SOMERSET COUNTY BOARD OF	1,845.00
2/27/2015	269982	4792 SOMERSET COUNTY BOARD OF	1,800.00
2/27/2015	269983	5056 SOMERSET COUNTY BUSINESS	425.00
2/27/2015	269984	1219 SOMERSET COUNTY PROSECUTOR'S	490.00
2/27/2015	269985	6232 SOMERSET COUNTY TRANSPORTATION	2,456.00
2/27/2015	269986	7853 SOMERSET VETERINARY GROUP, P A	341.00
2/27/2015	269987	7673 SSP ARCHITECTURAL GROUP	4,334.07
2/27/2015	269988	9181 STORMWATER MANAGEMENT	854.88
2/27/2015	269989	10652 SYSTEMS DESIGN GROUP, LLC	493.76
2/27/2015	269990	17877 T.R. WENIGER, INC.	40,615.00
2/27/2015	269991	21222 TAPE REPORTERS, INC.	1,268.00
2/27/2015	269992	17801 TEST AMERICA LABORATORIES, INC	362.50
2/27/2015	269993	5435 THE TIMES	98.31
2/27/2015	269994	5705 TIMOTHY VAN HISE	125.00
2/27/2015	269995	9428 TRACY PLUCHINO	46.73
2/27/2015	269996	5527 TREASURER, STATE OF NJ	9,715.00
2/27/2015	269997	5636 UNITED PARCEL SERVICE	48.43
2/27/2015	269998	9047 UNIVERSAL UNIFORM, INC.	768.65
2/27/2015	269999	3793 VERIZON	178.98
2/27/2015	270000	8524 VERIZON WIRELESS	11,008.77
2/27/2015	270001	5758 VITAL COMPUTER RESOURCES, INC.	15,300.00
2/27/2015	270002	16311 W.B. MASON CO., INC.	2,926.01
2/27/2015	270003	16311 W.B. MASON CO., INC.	1,113.23
2/27/2015	270004	16582 WELLS FARGO BANK NORTHWEST N A	131,960.28
2/27/2015	270005	16582 WELLS FARGO BANK NORTHWEST N A	24,482.18
2/27/2015	270006	6484 WATCHUNG BOROUGH	2,508.82
2/27/2015	270007	5854 WEST GROUP	569.00
2/27/2015	270008	7486 XEROX CAPITAL SERVICES, LLC	876.32
2/27/2015	270009	6019 XEROX CORPORATION	392.34
2/27/2015	270010	21144 ZUFALL HEALTH CENTER, INC.	350.00
2/27/2015	270011	20510 ZUFALL HEALTH CENTER, INC.	10,000.00

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