



Commerce Solar: Community Solar Energy Application Package

Prepared for:

Office of Clean Energy



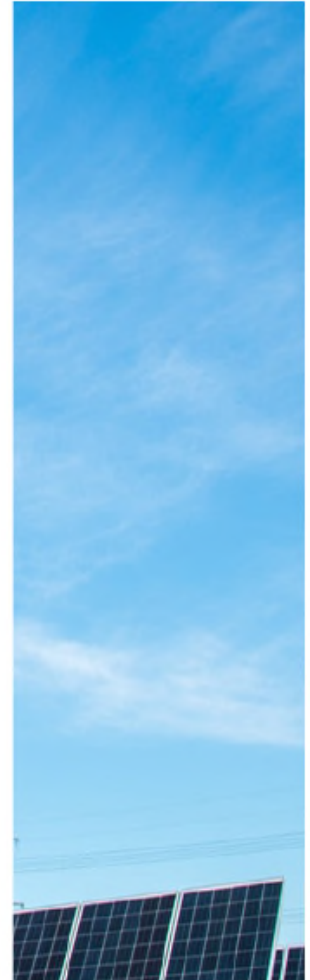
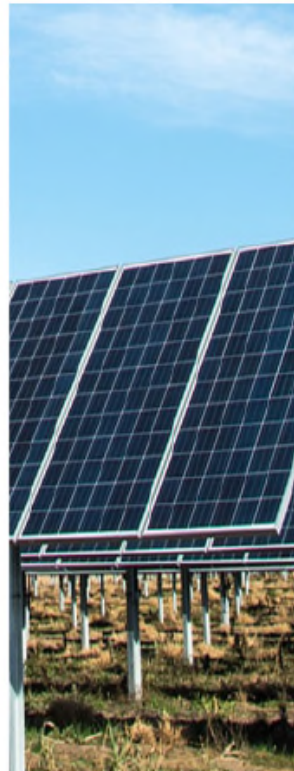


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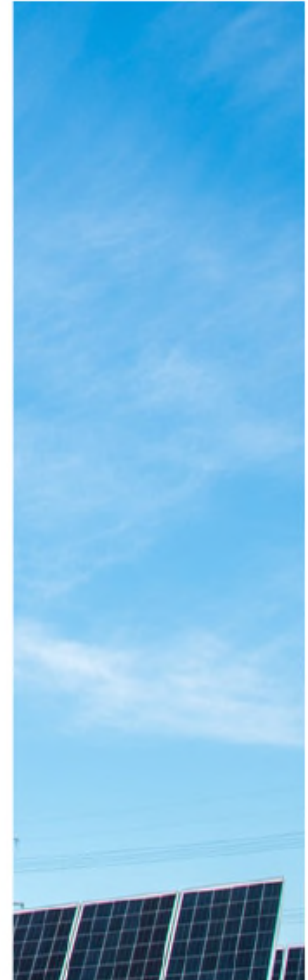
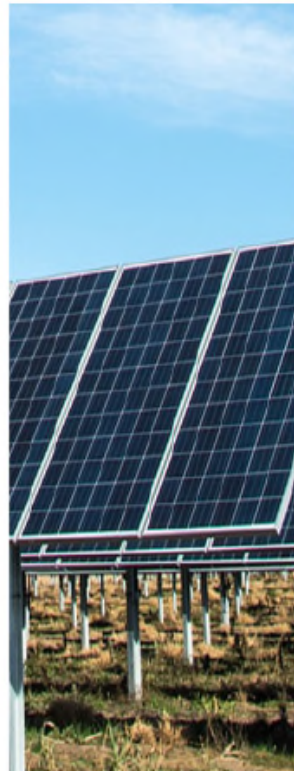


Section 1 - Introduction





1.a - Project Narrative





Dimension Renewable Energy (Dimension) is pleased to present a portfolio of community solar facilities that will be fully permitted and shovel ready by May 1, 2020. Dimension is committed to community solar and we deeply appreciate the opportunity New Jersey has provided to democratize the benefits of clean, renewable energy for people from every walk of life. Upon selection, Dimension will continue to develop our projects without delay to bring them online, on schedule.

Dimension Renewable Energy is an experienced solar and energy storage developer. Our leadership team brings direct energy project development experience from leading renewable energy companies such as Tesla Energy, SolarCity, SunEdison, SunPower, ForeFront Power, and First Solar. The Dimension team has worked closely with utilities, regulatory agencies, and government entities developing over 1 GW of renewable energy projects since 2014.

Commerce Solar and the other community solar facilities in our portfolio have been through a rigorous qualification process that began early in 2018. Our diligence process eliminated many of the sites we studied which were terminated due to environmental considerations, high distribution upgrade costs, or protracted development timelines. Of the 30 site control agreements Dimension executed, 40% of the projects were unable to move forward due to issues identified through our diligence process.

The New Jersey Board of Public Utilities can have a high level of confidence in choosing any project in our portfolio, knowing that:

- Projects were sited responsibly to minimize and avoid impacts to sensitive resources, and in many cases, capacity was reduced to **protect trees and wetlands**;
- project permitting work is already well underway and nearly all will **be completed by December 2019**;
- interconnection studies have already been conducted through PJM¹;
- Dimension's team has been **closely engaged with the communities** we intend to serve and the communities where we will site our projects;
- an Engineering, Procurement, and Construction (EPC) contract has been executed with a **local, New Jersey-based general contractor who will use local, union labor**; and
- **financing has already been secured** for every project in our portfolio.

Dimension's portfolio in New Jersey was optimized to meet the criteria set forth by the Community Solar Pilot Program and several of these criteria required significant investment. For example, participation by low- or moderate-income (LMI) customers is a major emphasis of the program. Rather than make an LMI promise we could only hope to fulfill, the Dimension team actively engaged with affordable housing

¹ Per BPU's direction, any Dimension project selected for Year 1 of the Community Solar Pilot program will submit another interconnection study request to the jurisdictional EDC. Based on the results of our PJM interconnection studies, we know our proposed projects can be interconnected economically.



agencies and property managers across New Jersey. Our Vice President of Business Development and Policy has met and coordinated with housing authorities from Trenton to Jersey City, as well as members of the New Jersey Affordable Housing Association (JAHMA). Dimension has worked tirelessly to educate housing authorities on the benefits of community solar and facilitate the involvement of the residents they serve. In return, we have gained insight into the many challenges of serving the LMI community, ranging from language and literacy issues, to the challenges of incorporating the 'unbanked' into a modern, electronic billing system.

Recognizing the value placed on local job creation, we have contracted with a New Jersey-based general contractor who will use local, union labor to build our projects. In addition, we have executed agreements with subscriber organizations, asset management, and operations and maintenance organizations to eliminate any uncertainty on our commitment to bringing approved projects through to operation.

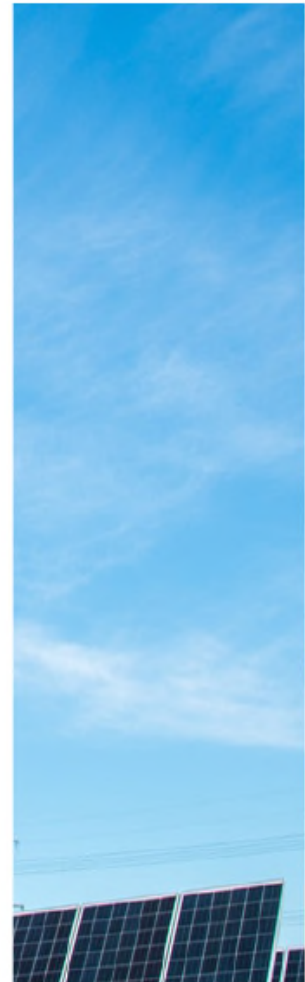
Significantly, Dimension has executed an agreement with Algonquin Power & Utilities Corporation to finance every Dimension project selected for the Community Solar Pilot Program. Obtaining financing so early in the development process—prior to being selected for the program—illustrates the quality of de-risked projects in our portfolio and the confidence our financier has in our team.

Commerce Solar has been evaluated through rigorous development screening. Our proven experience, meticulous processes, and financial backing, provide the BPU a high level of confidence that Dimension's projects will be built on schedule and meet the commitments we've made to serve people from every community in New Jersey. We look forward to hearing the results of your review.





1.b - Dimension Resume





Company Overview

Dimension Renewable Energy (Dimension), founded in 2018, is headquartered in Atlanta, with regional offices maintained in New York and San Francisco. Since 2014, the Dimension team has originated, developed, constructed and financed over 1 GW of renewable energy projects – including solar and battery storage – at firms including SunEdison, First Solar, Tesla, and ForeFront Power.

Key investors include founders and board members of leading energy companies in North America and Latin America. Together, our investors' companies have developed and built over 2GW of renewable energy projects.

Dimension is extremely well capitalized and is on pace to develop over 800 MW of community solar and energy storage projects over the next few years. Sifting through complex markets, we leverage our expertise in land acquisition, development, and financing to deliver long-term value to all project stakeholders. Dimension is active nationwide with a portfolio of development assets in key markets of over 400 MW.

Turn-key Capability

Dimension, through internal resources and close partnerships, is a turn-key developer of renewable energy facilities. Our full suite of capabilities includes, but is not limited to, the following:

- Project Origination
- Project Development
- Power Marketing
- Project Financing

Robust Pipeline

Dimension's Pipeline includes rooftops, greenfields, brownfields, buffer land, parking canopies, and more. Our depth of experience and flexible development model can enable any project, anywhere.

The Dimension development model has been honed through unparalleled industry experience, and is built for scale. More than a market participant, DRE is an industry leader, paving the way towards solar access for all, nationwide.





Key Team Members Bios

Rafael Dobrzynski | Chief Executive Officer

Rafael is a seasoned C-level executive with wide-ranging, global experience in starting up, turning around and developing companies primarily in the renewable energy sector. Prior to co-founding Dimension, he was the CEO at ForeFront Power, a spin-off of the C&I business unit of SunEdison which he led since 2014 after the merger of Enfinity America, a distributed generation IPP acquired by SunEdison and Terraform, where he also served as CEO beginning in 2009. Prior to this, Rafael was the Head of C&I Development and Head of Trade for Enfinity in Europe positioning the company in a leadership position in the European market and also worked for almost a decade in the development of Renewable energy and Transmission and Distribution projects globally for Mitsubishi Electric. Rafael's career has always been focused on the art of taking complex ideas and projects and delivering them as a commercially viable reality.

Sam Youneszadeh | Chief Development Officer

Sam is the Co-founder and Chief Development Officer of Dimension Renewable Energy where he leads all origination and development activities. Prior to co-founding Dimension, he was the Chief Development Officer at ForeFront Power where he led the origination team to over 500MW of projects in 18 months. Prior thereto, Sam spent 8 years at SunEdison in variety of roles, most recently as the Regional GM of the Western US. As an early member of the C&I team, Sam drove the market strategy and origination for the Western US, leading to the origination of over \$2.5B of distributed generation projects, including 300MW of self-generated projects. His unique approach to markets allowed SunEdison to be an early mover in many markets and hold market leading positions in California, Minnesota, and Utah.

Joe Henri | Vice President, Business Development

Joe Henri is the Vice President of Business Development, New Markets for Dimension Renewable Energy. Joe works with utilities and regulatory agencies across the United States with a focus on community solar project development and public policy. Previously, Joe worked with ForeFront Power and SunPower in business development roles, and for SunEdison in regulatory policy. Joe's energy experience began with Pacific Gas & Electric in San Francisco where he worked in financial analysis, energy risk management, utility regulatory strategy and power contract negotiation.

Matt McMonagle | Vice President, Business Development & Energy Storage

Matt brings a successful and diverse background to Dimension Renewable Energy. Prior to joining Dimension, Matt was an integral part of the ForeFront Power leadership team, where his accomplishments included: driving energy storage strategy across the US international expansion into Mexico and structuring tax equity for solar and energy storage assets. Prior to ForeFront Power, he was Chief of Staff for the Commercial & Industrial business unit of SunEdison reporting directly to the CEO of the group. Prior to SunEdison, he served as PowerFactor Sales Manager for Solar Grid Storage, working to commercialize energy storage with solar, as well as stand-alone storage systems.





Robert Hatton | Vice President, Real Estate

Robert has 20 years of real estate and development experience across the U.S. He leads the Dimension real estate team as we originate quality solar and energy storage projects in our chosen markets, and has oversight of our contracting, due diligence, and early stage development activities. Prior to joining Dimension Renewable Energy, Robert was with ForeFront Power, where he led their land acquisition activities in the Midwestern U.S., originating over 150MW of projects across dozens of sites. Before that he was with First Solar, where he managed an 800MW portfolio of contracted projects and readied them for construction, and also secured nearly 30,000 acres of project land and conserved over 8,000 acres of mitigation land associated with his projects. Robert has experience in commercial real estate and residential development and is an active real estate investor.

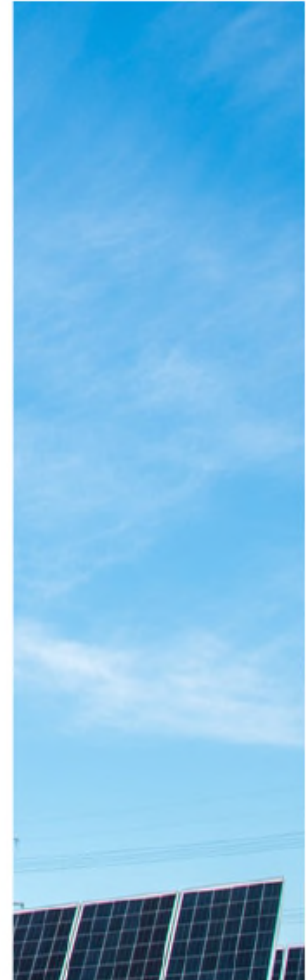
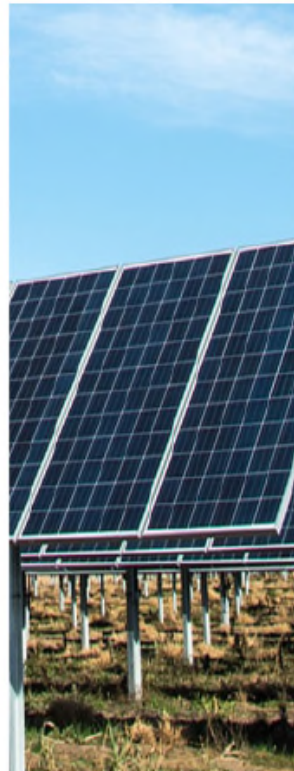
Nichole Seidell | Director, Development

Nichole has 23 years of experience managing, permitting, and performing fieldwork for power generation, transmission, gas pipeline, and transportation projects. She leads the Dimension development team through due diligence, risk assessment, and project management up through construction, bringing our solar and storage solutions to fruition. Prior to joining Dimension Renewable Energy, Nichole was with Tesla and SolarCity, where she formed both the Land Development Team and the Continuous Improvement Team, which developed and implemented project management systems to successfully develop over 400 distributed generation projects. Prior to that, she managed siting and licensing for projects through state siting boards for over 11 years at CH2M (now Jacobs Engineering).





1.c - Development Overview





Development Diligence

Dimension has developed a comprehensive process for siting projects based on the **principles of impact avoidance and minimization**. In our experience, development issues frequently won't emerge until the development process is well-advanced; it takes strong project development practices to qualify the right sites for community solar and management discipline to walk away from those sites that aren't appropriate for development. Identifying and integrating environmental, land use, social, engineering, system planning, and economic metrics into the proposed facility's design ensures that the community solar facility can be developed successfully. Our approach to site selection involves:

- Meeting with the building owner(s) to collect data about the site;
- Meeting with regulatory and jurisdictional agencies, permitting authorities, and the general public prior to initiating a formal application process;
- Collecting existing engineering drawings of the roof, conducting a roof survey to confirm the condition of the roofing materials and additional structural studies as required;
- Integrating the data we've collected into our project engineering and design process to create conceptual project layouts; and
- Updating our financial models continuously with cost criteria, interconnection studies, financing assumptions and program changes.



Site Diligence

- Screen for issues that could impact development timelines through desktop and field assessments
- Determine permits required for development
- Develop conceptual layout



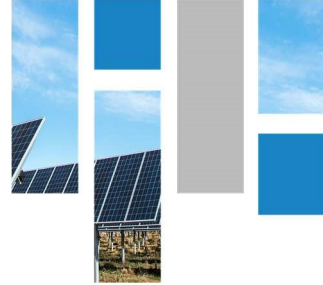
Permitting

- Work alongside local consultants with expertise in survey, natural resource management, and engineering
- Meet with federal, state, and local regulators to discuss a permitting pathway
- Mitigate any issues identified by regulators



Interconnection

- Analyze hosting capacity maps for circuit capacity and estimate upgrade costs



Commitment to Responsible Development

Dimension recognized that in order to meet BPU construction deadlines and ensure our projects have a clear path to permitting in accordance with local, state and federal laws, it would be imperative to begin the development process well in advance of the Year 1 Pilot application deadline.

Dimension has invested \$28,000 as of the date of this submittal and we expect to spend approximately \$180,000 to complete development. These expenditures include costs associated with leasing the property, hiring local consultants to perform site diligence and surveys, conducting a thorough interconnection review, preparing permit application materials, and working with attorneys to ensure legal compliance.

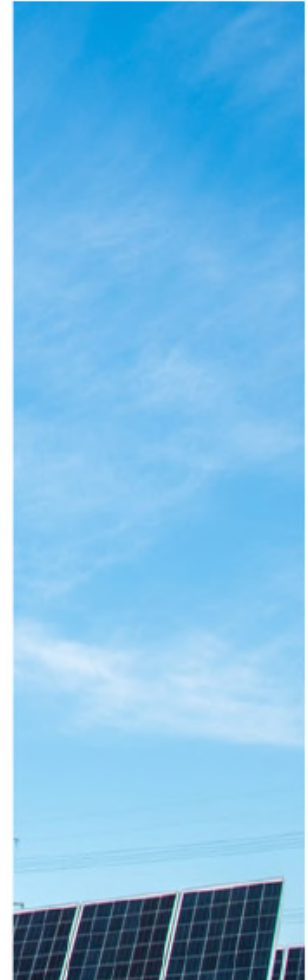
Development Progress

The following surveys and studies have been completed to date at the proposed site:

- Roof condition survey completed on February 7, 2019.
- Structural survey report completed on February 11, 2019.
- Drone survey of roof completed on June 14, 2019.
- Our screening review indicates no major utility upgrades will be needed to accommodate the interconnection of this facility, and according to the ACE hosting capacity map, there are over 2 megawatts AC of capacity available on the nearby circuits. A copy of the Hosting Capacity Map is included in this submittal as Section 2.d.
- Electrical and design engineering are underway

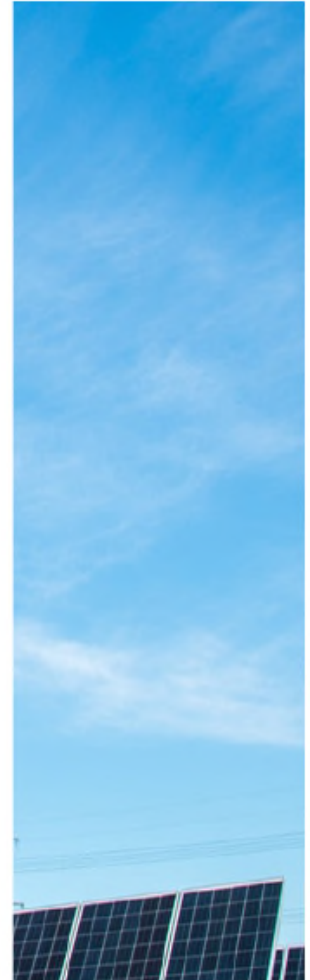
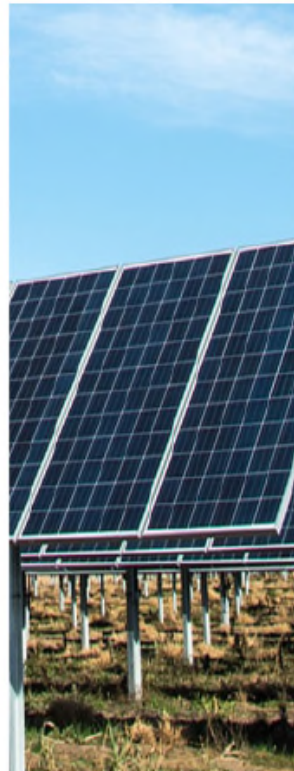


Section 2 – Proposed Solar Facility





2.a - Application Form



Community Solar Energy Pilot Program Application Form

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

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

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

Program Year 1, Application Period 1

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

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

I. Minimum Qualification Requirements

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

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

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

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

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

III. Terms and Conditions

General Terms and Conditions

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

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

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

Evaluation of Applications and Approval of Projects

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

Milestones and Follow-Up for Approved Projects

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

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

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

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

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

Special Considerations for Project Siting

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

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

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

Submitting an Application

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

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

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

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

Questions and Further Information

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

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

Section B: Community Solar Energy Project Description

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

I. Applicant Contact Information

Applicant Company/Entity Name: Commerce Solar LLC
 First Name: Sam Last Name: Younesazadeh
 Daytime Phone: (310) 992-8424 Email: sy@dimension-energy.com
 Applicant Mailing Address: 300 Park Ave, 12th Floor
 Municipality: New York County: New York Zip Code: 10022

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

II. Community Solar Project Owner

Project Owner Company/Entity Name (complete if known): Dimension Energy LLC
 First Name: Sam Last Name: Younesazadeh
 Daytime Phone: (310) 992-8424 Email: sy@dimension-energy.com
 Mailing Address: 300 Park Ave, 12th Floor
 Municipality: New York County: New York Zip Code: 10022

III. Community Solar Developer

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

Developer Company Name (optional, complete if applicable): Dimension Energy LLC
 First Name: Sam Last Name: Younesazadeh
 Daytime Phone: (310) 992-8424 Email: sy@dimension-energy.com
 Mailing Address: 300 Park Ave, 12th Floor
 Municipality: New York County: New York Zip Code: 10022

The proposed community solar project will be primarily built by:
☐ the Developer ☒ a contracted engineering, procurement and construction ("EPC") company

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

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

EPC Company Name *(optional, complete if applicable)*: Pro-Tech Energy Solutions LLC
 First Name: Mike Last Name: Aladich
 Daytime Phone: (856) 437-6220 Email: maladich@protechenergysolutions.com
 Mailing Address: 215 Executive Dr
 Municipality: Moorestown County: Burlington Zip Code: 08057

IV. Property/Site Owner Information

Property Owner Company/Entity Name: Bentall Kennedy (U.S.) Limited Partnership
 First Name: Matt Last Name: Sargent
 Daytime Phone: (856) 522-3898 Email: msargent@bentallkennedy.com
 Applicant Mailing Address: One Federal Street, 25th Floor
 Municipality: Boston County: Suffolk Zip Code: 02110

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

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

Subscriber Organization Company/Entity Name *(optional, complete if applicable)*: Arcadia Power
 First Name: MJ Last Name: Shiao
 Daytime Phone: (866) 526-0083 Email: mj.shiao@arcadiapower.com
 Mailing Address: 555 11th St NW, Fl 4
 Municipality: Washington County: District of Columbia Zip Code: 20004

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels):
1.95 MW AC 3.00 MW DC

Community Solar Facility Location (Address): 1150 Commerce Blvd
 Municipality: Logan Township County: Gloucester Zip Code: 08085
 Name of Property *(optional, complete if applicable)*: _____
 Property Block and Lot Number(s): Block: 2805 Lot: 1

Community Solar Site Coordinates: -75.383940 Longitude 39.766048 Latitude

Total Acreage of Property Block and Lots: 60.40 acres

Total Acreage of Community Solar Facility: 9.97 acres

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

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

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

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

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

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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

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

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



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

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

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

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

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

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

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

7. The proposed community solar facility is located, in part or in whole, on a landfill ☐ Yes ☒ No
If "Yes," provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm: _____

8. The proposed community solar facility is located, in part or in whole, on a brownfield ☐ Yes ☒ No
If "Yes," has a final remediation document been issued for the property? ☐ Yes ☐ No



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

9. The proposed community solar facility is located, in part or in whole, on an area of historic fill ☐ Yes ☒ No

If "Yes," have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented? ☐ Yes ☐ No

Has the remediation of the historic fill been completed pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-5.4? ☐ Yes ☐ No

If the remediation of the historic fill has been completed, attach a copy of the Response Action Outcome ("RAO") issued by a Licensed Site Remediation Professional ("LSRP") or the No Further Action ("NFA") letter issued by NJDEP.

10. The proposed community solar facility is located on a parking lot ☐ Yes ☒ No

11. The proposed community solar facility is located on a parking deck ☐ Yes ☒ No

12. The proposed community solar facility is located on a rooftop ☒ Yes ☐ No

13. The proposed community solar facility is located on a canopy over an impervious surface (e.g. walkway) ☐ Yes ☒ No

14. The proposed community solar facility is located on the property of an affordable housing building or complex ☐ Yes ☒ No

15. The proposed community solar facility is located on a water reservoir or other water body ("floating solar") ☐ Yes ☒ No

16. The proposed community solar facility is located on an area designated in need of redevelopment ☐ Yes ☒ No

If "Yes," attach proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.

17. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity ☐ Yes ☒ No

If "Yes," attach proof of the designation of the area as "preserved" from a municipal, county, or state entity.

18. The proposed community solar facility is located, in part or in whole, on forested lands ☐ Yes ☒ No



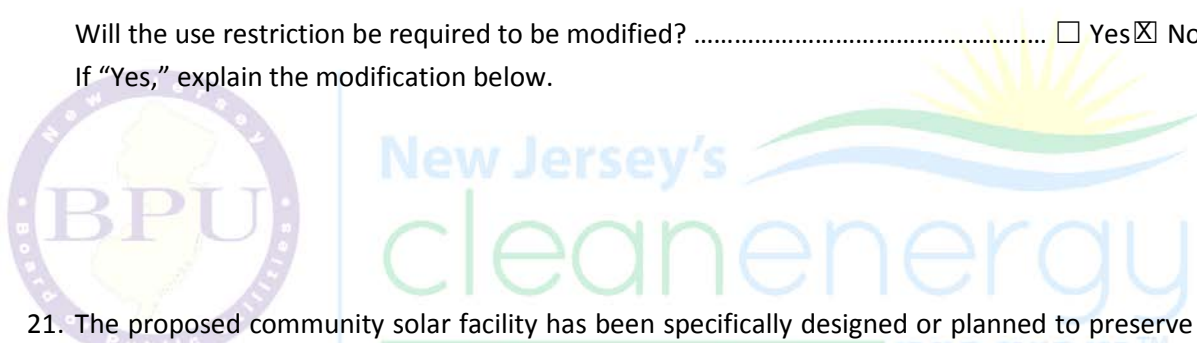
Construction of the proposed community solar facility will require cutting down one or more trees ☐ Yes ☒ No

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

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

20. Are there any use restrictions at the site? ☐ Yes ☒ No
If "Yes," explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.

Will the use restriction be required to be modified? ☐ Yes ☒ No
If "Yes," explain the modification below.



21. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, land enhancements, pollination support, stormwater management, soil conservation, etc.) ☐ Yes ☒ No
If "Yes," explain below, and provide any additional documentation in an attachment.

VIII. Permits

1. The Applicant has completed NJDEP Permit Readiness Checklist, and submitted it to NJDEP's PCER ☐ Yes ☒ No
If "Yes," attach a copy of the completed Permit Readiness Checklist as it was submitted to NJDEP PCER.



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

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

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

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

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

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

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

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

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for (if applicable) / Date Permit Received (if applicable)
Building Permit	Logan Township	Expected December 2019
Electrical Permit	Logan Township	Expected December 2019
Structural Permit	Logan Township	Expected December 2019
Dedicated Solar PV Permit	Logan Township	Expected December 2019



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

IX. Community Solar Subscriptions and Subscribers

1. Estimated or Anticipated Number of Subscribers (*please provide a good faith estimate or range*):
501 - 600*

2. Estimated or Anticipated Breakdown of Subscribers (*please provide a good faith estimate or range of the kWh of project allocated to each category*):
Residential: 501 - 600 Commercial: 0
Industrial: 0 Other: 0 (define "other": _____)

*Subscriber estimates are based off of 5kW - 6kW per subscriber

3. The proposed community solar project is an LMI project* ☐ Yes ☒ No
*An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.

4. The proposed community solar project will allocate at least 51% of project capacity to residential customers ☒ Yes ☐ No

5. The proposed community solar project is being developed in partnership with an affordable housing provider: ☒ Yes ☐ No
If "Yes," attach a letter of support from the affordable housing provider.
Please review Community Engagement attachment, located in Appendix 1.

6. An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project ☐ Yes ☒ No
If "Yes," estimated or anticipated percentage of the project capacity for the affordable housing provider's subscription (*provide an estimate or range*): _____

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



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

7. This project uses an anchor subscriber (*optional*) ☐ Yes ☒ No
If "Yes," name of the anchor subscriber (*optional*): _____
Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription: n/a

8. Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants? ☐ Yes ☒ No
If "Yes," what specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription are being passed through to the tenants?



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

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

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

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



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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

Company/Entity Name: Arcadia Power Contact Name: MJ Shiao
 Daytime Phone: (866) 526-0083 Email: support@arcadiapower.com

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

X. Community Engagement

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

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

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

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

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

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

3. The proposed community solar project was developed, at least in part, through a community consultative process* ☐ Yes ☒ No
- If "Yes," please describe the consultative process.

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

XI. Project Cost

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

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

Net Installed Cost (in \$)	\$5,190,000 - \$5,490,000
Net Installed Cost (in \$/Watt)	\$1.73 - \$1.83
Initial Customer Acquisition Cost (in \$/Watt)	\$0.10 - \$0.12
Annual Customer Churn Rate (in %)	10%

Annual Operating Expenses (in c/kWh)	2.6
LCOE (in c/kWh)	16.4

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

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

Federal tax credit will be utilized

XII. Other Benefits

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

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

Adding this solar facility to the grid provides additional peak generation resources and reduces PJM's need to dispatch fossil-fueled peakers. Dimension will pay to upgrade local distribution grid facilities to accommodate the new solar generation and other systems. Please see the attached Feasibility Study prepared by PJM for specific details about the investment Dimension will make to interconnect the project.

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

If "Yes," estimated number of temporary jobs created in New Jersey: 10-17

If "Yes," estimated number of permanent jobs created in New Jersey: 0.25*

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

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

*The proposed Solar Facility will provide workload for local operation and management contractors for the life cycle of the project.



If "Yes," identify the entity or entities through which job training is or will be organized (e.g. New Jersey GAINS program, partnership with local school):
Apprenticeship through local IBEW chapters 102 and 351

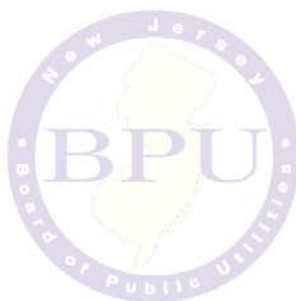
XIII. Special Authorizations and Exemptions

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

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

3. Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Has the Applicant left those specific sections blank? ☐ Yes ☒ No
If "Yes," attach a letter describing the proposed bidding process. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.
4. Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019? ☐ Yes ☒ No
If "Yes," the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t)

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





Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

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

Signature: 

Date: 8-22-17

Print Name: Sam Youneszadeh

Title: Authorized Rep.

Company: Commerce Solar LLC

Signed and sworn to before me on this 22 day of August, 2017



Signature

Marissa Fresquez

Name

MARISSA A FRESQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FR6393178
Qualified in Queens County
My Commission Expires 06-17-2023



Project Developer Certification

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

The undersigned warrants, certifies, and represents that:

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

Signature: 

Date: 8-22-19

Print Name: Sam Youneszadeh

Title: Chief Development Officer

Company: Dimension Energy LLC

Signed and sworn to before me on this 22 day of August, 2019



Signature

Marissa Fresquez

Name

MARISSA A FRESQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FR6393178
Qualified in Queens County
My Commission Expires 06-17-2023

Project Owner Certification


The undersigned warrants, certifies, and represents that:

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

Signature:  Date: 8-22-19

Print Name: Sam Youneszadeh
Title: Chief Development Officer Company: Dimension Energy LLC

Signed and sworn to before me on this 22 day of August, 2019


Signature
Marissa Fresquez
Name

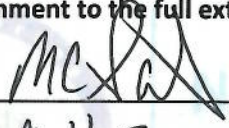
MARISSA A FRESQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FR6393178
Qualified in Queens County
My Commission Expires 06-17-2023



Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Matt Sargent (name) am the Vice President Asset Management (title) of the Property 1150 Commerce BLVD, Logan, NJ 08085 (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) My organization or I understand that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
- 4) My organization acknowledges that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: 

Date: 8/20/19

Print Name: Matt Sargent

Title: Vice President

Company: Bentall Green Oak

Signed and sworn to before me on this 20th day of August, 2019

Signature 

Name Elizabeth Knights





Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

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

Signature: [Signature] Date: 8/26/19

Print Name: Ming-Jay Shiao
Title: Director of Community Solar Company: Arcadia Power, Inc.

Signed and sworn to before me on this 26 day of 8, 2019

Signature: [Signature]
Name: M. Mullooly



District of Columbia
Signed and Sworn to (or affirmed) before me on 8/26/19 (Date)
by MJ Shiao
(Name(s) of Individual(s) Making Statement)
Signature of Notarial Officer: [Signature]
Title of Office: Notary Public
My Commission Expires: 7/14/2024

Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

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

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

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

Percentage of subscriber's actual usage

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

- ☐ Fixed price per month
- ☒ Variable price per month, variation based on: The discount applied to the actual bill credits applied to subscriber's bill each month
- ☐ The subscription price has an escalator of % every (*interval*)

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

4. Fees

- ☒ Sign-up fee: 0
- ☒ Early Termination or Cancellation fees: 0
- ☒ Other fee(s) and frequency: n/a

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

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

6. Special conditions or considerations:

Arcadia works with the subscriber to provide a seamless payment process. They help track the customer historical usage and display it in a way that make customer aware of their energy usage. Arcadia also provides a handful of additional benefits which is documented in the Arcadia Overview (Appendix C) section of the BPU packet.



Appendix B: Required Attachments Checklist

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

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

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

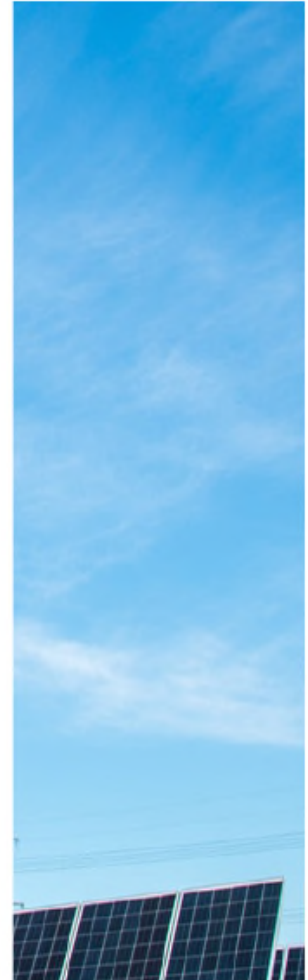
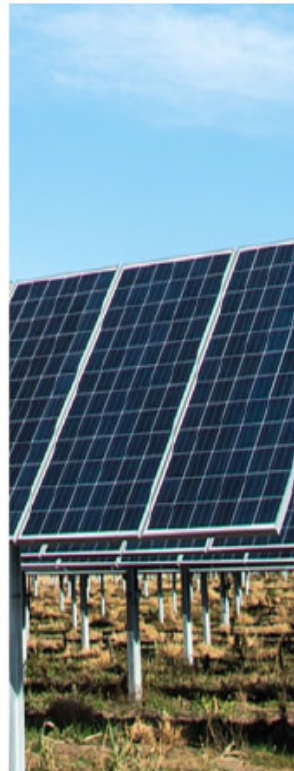
Appendix C: Evaluation Criteria

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

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



2.b - Solar Facility Map






DIMENSION
RENEWABLE ENERGY

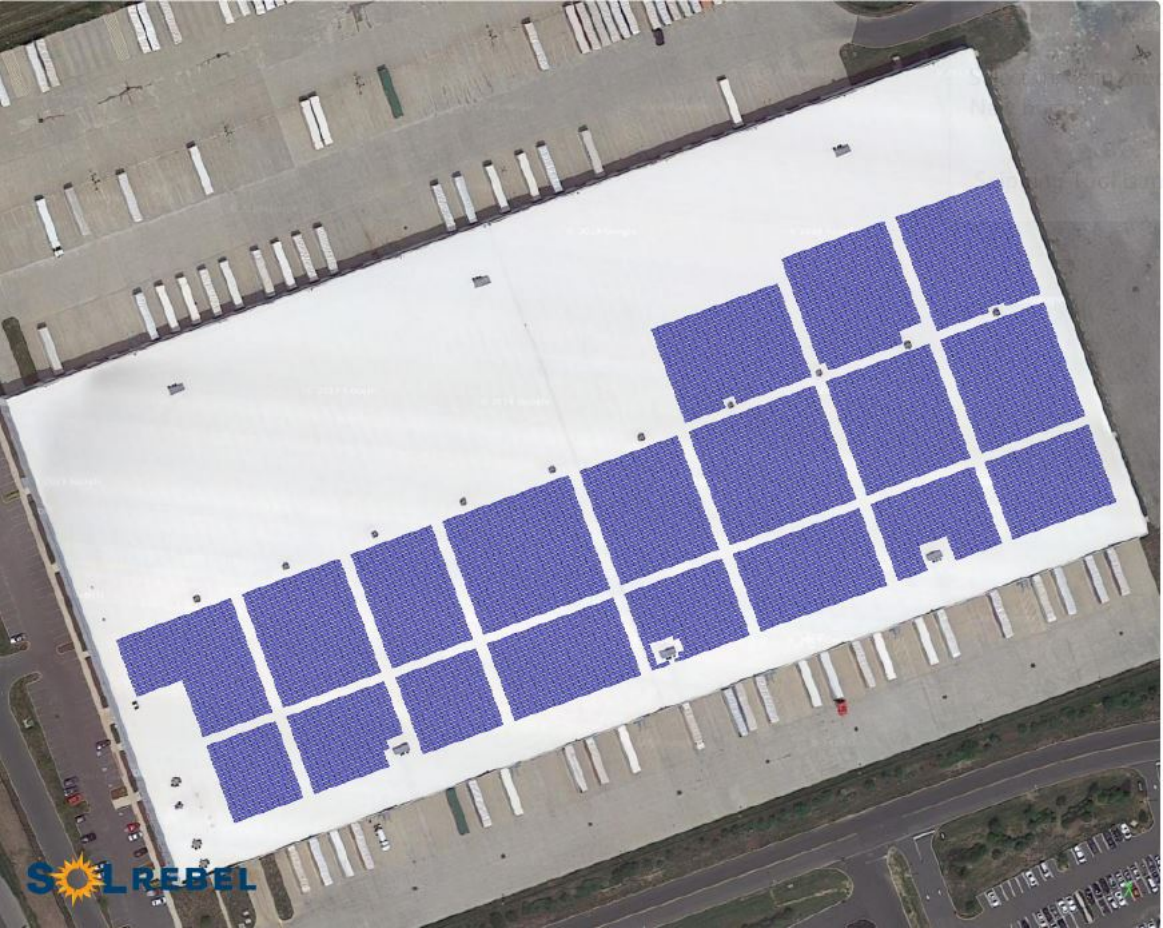


Legend

 Project Boundary

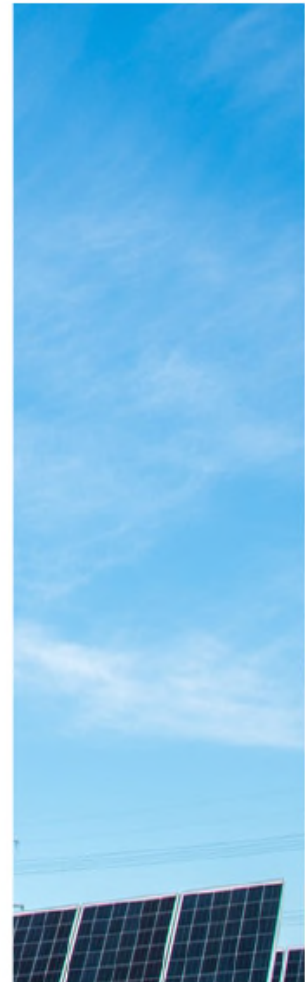
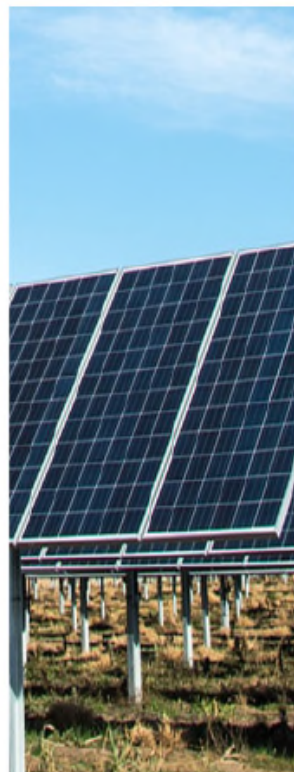
Google Earth Imagery (2016)

1150 Commerce Blvd
Logan Township, NJ 08085
(39.766048, -75.383940)
UTM: 18S 467189.43 mE 4401964.13 mN





2.c – Site Control



EXECUTION

SOLAR ROOFTOP LEASE

This SOLAR ROOFTOP LEASE (this “**Lease**”) is entered into and is effective as of December 11, 2018 (the “**Effective Date**”) by and between MEPT 1150 COMMERCE AVENUE, LLC, a Delaware limited liability company (“**Landlord**”), and DIMENSION NJ 1, LLC, a Delaware limited liability company (“**Tenant**”).

R E C I T A L S

WHEREAS, Tenant desires to lease certain area of the rooftop of the Building (“**Rooftop**”) to construct, install, operate, repair, replace, remove and maintain the “Solar Facilities, primarily located on the Rooftop of that certain building (the “**Building**”) located on property with an address commonly known as 1150 Commerce Blvd., Swedesboro, New Jersey 08085, as more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”) under the conditions described herein. Landlord is the owner of the Property and the Building.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

1. Lease of Leased Premises.

1.1. Defined Terms. Defined terms shall have the meanings set forth herein, whether or not such terms are used before or after the definitions are set forth.

1.2. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 313,000 square feet of the Rooftop of the Building as set forth in Schedule “A” attached hereto (hereinafter referred to as the “**Leased Premises**”).

1.3. Common Areas. Subject to Section 4.4, the “Tenant Parties” shall be entitled to the non-exclusive use of the “Common Areas” during the Term solely to the extent such use is necessary for Tenant’s construction, removal, maintenance and operation of the Solar Facilities, in common with Landlord and with other persons authorized by Landlord from time to time to use the Common Areas. “**Common Areas**” shall mean all parking areas (as may be expressly limited herein), pedestrian walkways, driveways and access roads, entrances and exits, and landscaped areas.

1.4. Acceptance and Use of Leased Premises. Subject to Tenant’s right to inspect the Leased Premises during the Development Term in accordance with the terms of this Lease, Tenant shall accept the Leased Premises and the Property clean and free of debris and in compliance with all Legal Requirements, but otherwise in its condition as of the Effective Date. Landlord has made no representation or warranty as to the suitability of the Leased Premises for the conduct of Tenant’s use as provided herein, and Tenant waives any implied warranty that the Leased Premises are suitable for Tenant’s intended purposes. The taking of possession of the Leased Premises shall be conclusive evidence that Tenant accepts the Leased Premises and that

the Leased Premises were in good condition at the time possession was taken. Notwithstanding the foregoing, however, Landlord shall cooperate with Tenant, at its sole cost and expense, to allow Tenant the right to consult with any roof manufacturers that have provided Landlord with an active roof warranty. Tenant shall have a period of sixty (60) days following the Effective Date within which period (the “**Inspection Period**”) Tenant may inspect the existing Rooftop. Notwithstanding the foregoing, Tenant shall have the ongoing right to inspect the Leased Premises, the Property and the Rooftop during the Development Term.

TENANT ACKNOWLEDGES AND AGREES THAT, FOLLOWING THE EFFECTIVE DATE AND DURING THE DEVELOPMENT TERM, IT HAS HAD OR WILL HAVE AN OPPORTUNITY TO INSPECT THE PROPERTY AND THE LEASED PREMISES AND THAT NOTWITHSTANDING ANY LATENT OR HIDDEN DEFECTS IT IS TAKING THE PROPERTY AND THE LEASED PREMISES “AS IS”. SUBJECT TO LANDLORD’S EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY SET FORTH IN THIS SECTION 1.4, (I) LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY, THE BUILDING, THE ROOFTOP, OR LEASED PREMISES (INCLUDING WITHOUT LIMITATION THAT THE LEASED PREMISES ARE SUITABLE FOR THE PERMITTED USE HEREUNDER OR FOR THE INSTALLATION OF THE SOLAR FACILITIES OR AS TO THE CONDITION OF ANY ELECTRICAL OR TELEPHONE SERVICES SERVING THE PROPERTY OR THE BUILDING), AND (II) TENANT ACKNOWLEDGES AND AGREES THAT, LANDLORD HAS MADE NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE LEASED PREMISES OR PROPERTY AND THAT TENANT IS SOLELY RELYING UPON ITS OWN INSPECTION OF THE PROPERTY AND LEASED PREMISES IN ENTERING INTO THIS LEASE.

During the Term, Tenant, at its sole expense, shall comply with all federal, state and local laws, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Leased Premises and the Solar Facilities including, without limitation, municipal by-laws, land use and zoning laws, occupational health and safety laws and Environmental Requirements (collectively, “**Legal Requirements**”). Furthermore, Tenant shall, at its expense, make any alterations or modifications to the Leased Premises necessary in order to comply with the Legal Requirements that are directly related to the Permitted Use by Tenant of the Leased Premises. Landlord shall comply with all Legal Requirements relating to the Building and the Common Areas, provided that compliance with such Legal Requirements is not the responsibility of Tenant under this Lease, and provided further that Landlord's failure to comply therewith would prohibit Tenant from constructing, operating or maintaining the Solar Facility, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees.

1.5. Solar Facilities. Except as expressly set forth herein, Tenant shall directly pay for, or cause to be paid, all costs in connection with the construction, installation, operation, maintenance, repair, replacement, and removal of the Solar Facilities, which shall include integrated energy storage services. The “**Solar Facilities**” or “**Solar Facility**” shall also consist of all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all

electrical lines and conduits required to collect and transmit electrical energy to the location at which the Solar Facility interconnects with the local electric distribution system and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances common to such a facility, including but not limited to those items listed below in Sections 1.5.1 through 1.5.4 and in accordance with the technical specifications of such Solar Facilities together with a diagram of the same is set forth on Schedule "A-1" attached hereto:

1.5.1. A weather station, solar modules, racking, parking canopy structure, integrated energy storage services and similar equipment and fixtures, where applicable, and other items necessary to secure the Solar Facilities to the Rooftop, together with all conduits, combiner boxes, wiring and other related connections to connect the Solar Facilities to each other and the "**Equipment**" (which means those items described below in Sections 1.5.2 through 1.5.4);

1.5.2. Inverters and step-up transformers and similar equipment necessary to convert the electricity produced from the Solar Facilities from direct current (DC) to alternating current (AC), and transform the voltage of such alternating current to the voltage required to feed the local electricity grid;

1.5.3. All associated equipment necessary to transfer the electricity generated by the Solar Facilities to the local electricity grid, and/or, if contemplated hereunder, to any tenants occupying the Building including but not limited to all cables, conduits and related transmission lines; and

1.5.4. A data acquisition system, a telecommunications system, an antenna and network connections necessary to transfer data from the Solar Facilities to the applicable equipment, and related lines to provide a supply of electricity to the data acquisition system and the telecommunications system, as more particularly set forth on Schedule "A-1" attached hereto.

1.5.5. Notwithstanding anything contained herein to the contrary, Landlord shall have the right to use the roof of the Building and the parking lot within the areas reserved to Landlord as specified in Schedule A ("**Reserve Areas**") in Landlord's sole discretion including, without limitation, for heating, ventilation and air conditioning ("**HVAC**") units, antennas and other communication equipment, water collection facilities and/or such other equipment as Landlord shall deem reasonably necessary or appropriate. Further, Landlord shall have the right to install, repair and maintain HVAC Units existing on the roof of the Building outside of the Reserve Areas as of the Effective Date provided that: (a) if Landlord desires to install a new HVAC Unit where no HVAC Unit existed as of the Effective Date; or (b) Landlord desires to replace an existing HVAC Unit with a materially larger unit; and (c) in the event it is determined by Tenant that these changes will materially impact the Tenant's operation of the Solar Facilities; then Landlord shall provide Tenant with plans and specifications for the new or larger HVAC Unit and allow Tenant the opportunity to review and approve such plans and specifications. Further, Landlord shall use commercially reasonable efforts to address any reasonable concerns raised by Tenant regarding the potential effect of the new or larger HVAC

Unit on the Solar Facilities. Notwithstanding anything to the contrary contained herein, to the extent that Landlord makes changes to the HVAC that impacts the production from the Solar Facilities, Tenant shall be entitled to Lost Energy Revenue for the diminution in production.

1.6. Unlisted Equipment; Access. Tenant's subsequent installation of any particular item of equipment or related connection not specifically set forth in Sections 1.5.1 through 1.5.4 above and Schedule "A-1" (collectively, the "**Unlisted Equipment**") shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

1.7. Licenses.

1.7.1. Cable License. Subject to the terms and conditions of this Lease, Landlord hereby grants Tenant a non-exclusive license to use throughout the Term, and Tenant hereby accepts from Landlord, a license to use: the area depicted on Schedule "A-3" attached to this Lease (the "**Cable License**"); which areas shall be referred to herein as the "**Cable License Area**," for the purposes of installing, operating, maintaining, repairing, removing and replacing cables, conduits, network connections, data acquisition and telecommunications lines and related transmission lines, all of which shall be used in connection with the construction, maintenance and operation of the Solar Facilities. Tenant shall exercise reasonable care and reasonable consideration in entering upon the Cable License Area so as to not unreasonably interfere with the use and enjoyment of the Property by Landlord and Landlord's tenants or occupants, and Tenant shall promptly repair any damage to the Cable License Area actually caused by Tenant's entry or as a direct result of such activities by Tenant. The Cable License granted herein shall bind Landlord and its successors under this Lease; provided, however, that the term of the Cable License shall be concurrent with the Term of this Lease and the Cable License shall expire or terminate upon the expiration or termination of this Lease (subject to extension during the Removal Period). The Cable License shall be irrevocable for as long as this Lease is in effect, except following an Event of Default by Tenant hereunder beyond all applicable notice and cure periods to the extent that Landlord elects to terminate this Lease pursuant to Section 9.1, below. Furthermore, Landlord shall keep the Cable License Area free of obstruction and shall not construct or place in or on the Cable License Area any landscaping, trees, bushes, buildings or other structures of any kind ("**Improvements**") in a manner which may interfere with or damage the cables, conduits and related transmission lines lying within the Cable License Area and/or interfere with Tenant's access to or use of such lines.

1.7.2. Ground License Area. Subject to the terms and conditions of this Lease, Landlord hereby further grants Tenant an exclusive license to use, and Tenant hereby accepts from Landlord, a license to use an area of the land serving the Building throughout the Term (the "**Ground License Area**"), which Ground License Area is set forth with greater particularity on Schedule "A-2" attached hereto (the "**Ground License**") for the purposes of installing, operating, maintaining, repairing, removing and replacing (a) Tenant's data acquisition system and telecommunications system; and (b) the Equipment; all of which shall be used in connection with the operation of the Solar Facilities as may be necessary for the permanent ground mounted equipment (including inverters, transformers, meters, electrical panels, monitoring equipment conduit and related equipment) necessary to interconnect and disconnect

the Solar Facility to the location at which the Solar Facility interconnects with the local electric distribution system. Tenant shall exercise reasonable care and reasonable consideration in entering upon the Ground License Area so as to not unreasonably interfere with the use and enjoyment of the Property by Landlord and Landlord's tenants or occupants, and Tenant shall promptly repair any damage to the Ground License Area caused by Tenant's entry or as a result of such activities by Tenant. The Ground License granted herein shall bind Landlord and its successors under this Lease; provided, however, that the term of the Ground License shall be concurrent with the Term of this Lease and the Ground License shall expire or terminate automatically upon the expiration or termination of this Lease. The Ground License shall be irrevocable for as long as this Lease is in effect (subject to extension during the Removal Period), except following an Event of Default by Tenant hereunder beyond all applicable notice and cure periods to the extent that Landlord elects to terminate this Lease pursuant to Section 9.1, below. Furthermore, Landlord shall keep the Ground License Area free of obstruction and shall not construct or place in or on the Ground License Area any Improvements in a manner which may interfere with or damage the Equipment located within the Ground License Area and/or interfere with Tenant's access to or use of such Equipment or the Ground License Area.

1.7.3. Construction License Area. Landlord hereby further grants to Tenant, and Tenant hereby accepts from Landlord, a non-exclusive license to use an area of the Property serving the Building (the "**Construction License Area**"), which the Construction License Area is set forth with greater particularity on Schedule "A-4" attached hereto (the "**Construction License**") for use as a laydown and construction staging area and for temporary storage commencing on the Effective Date and expiring on the date which the Tenant's Work is complete (the "**Construction Period**"). Subject to Legal Requirements, Tenant shall have access to the Construction License Area 24 hours per day, 7 days per week during the Construction Period only. Tenant agrees to reasonably cooperate with Landlord to minimize any unreasonable interference with the operations of the Building or use of the Building during the Construction Period. Notwithstanding anything to the contrary set forth elsewhere in this Lease, except for damage due to Landlord's gross negligence or willful misconduct, Landlord shall have no liability whatsoever in connection with property or equipment located in the Construction License Area, and Tenant shall indemnify Landlord for any and all claims arising from the presence and maintenance of such property or equipment unless such claim is the result of the gross negligence or willful misconduct of Landlord. If Tenant requires use of the Construction License Area under this Lease after the Construction Period for which Tenant determines, in Tenant's reasonable judgment, that a staging area is necessary in order to perform such action, Landlord shall use commercially reasonable efforts to provide a reasonably adequate staging area available to Tenant upon receipt of Tenant's written request therefor; provided Landlord shall in no event be in default in the event Landlord is not able to provide such staging area to accommodate Tenant's requirements. Upon the expiration of the Construction Period, Tenant, at Tenant's sole cost and expense, shall, within ten (10) business days, surrender the Construction License Area to Landlord in the same condition as the date Tenant first occupied the Construction License Area. Notwithstanding the foregoing, the Construction License shall be automatically reinstated during any Removal Period.

1.7.4. Ladder License. Subject to Legal Requirements (including governmental permits, if necessary), Landlord hereby grants to Tenant, and Tenant hereby

accepts from Landlord, an exclusive license to install, repair, maintain, access and use an exterior ladder to the Rooftop (which ladder shall be installed and maintained by Tenant at its sole cost and expense including any applicable governmental approvals or permits) at the location set forth in Schedule "A-5" (the "**Ladder License**") and shall terminate automatically on the earlier of the: (i) expiration of this Lease or (ii) earlier termination of this Lease; provided, however that notwithstanding the foregoing, Tenant shall be entitled to maintain the Ladder License throughout the Removal Period. Tenant shall be responsible for restricting access to any ladder Tenant may install pursuant to this Section.

1.8. Ownership. Landlord and Tenant agree that: (i) Landlord is the legal owner of the Property and the Building (including, but not limited to, the Rooftop, Ground License Area, Cable License Area, and Construction License Area) and (ii) Tenant is the legal owner of the Solar Facilities and that, to the maximum extent permitted by Legal Requirements, the Solar Facilities are and shall remain the personal property of Tenant and that no part of it shall become or be deemed a fixture, notwithstanding the manner in which the Solar Facilities are or may be attached to the Building, the Property, the Rooftop, the Ground License Area, Cable License Area and the Construction License Area or any part of the aforementioned. The Ground License, Construction License and the Ladder License shall collectively be referred to herein as the "**Licenses**".

2. Term of Lease

2.1. Term. The "**Term**" of the Lease shall consist of the Development Term and the Operating Term. The "**Development Term**" shall mean that period of time commencing on the Effective Date hereof and terminating on the earlier of (a) the first (1st) day of the Operating Term, or (b) the six (6) month anniversary of the Effective Date; provided, however, that Tenant shall have the right to extend the Development Term for up to an additional one (1) year period by delivering written notice to Landlord on or before the six (6) month anniversary of the Effective Date. The "**Operating Term**" means that period of time commencing on the earlier of (a) the expiration of the Development Term, or (b) the Commercial Operation Date and terminating on the twentieth (20th) anniversary thereof. As used herein, "**Commercial Operation Date**" means the date on which Tenant notifies Landlord in writing that (i) Tenant has obtained all necessary licenses, permits and approvals in compliance with all Legal Requirements for the installation and operation of the Solar Facilities, (ii) the Solar Facilities have been installed in accordance with all Legal Requirements and are connected to the distribution system for the local utility and/or to tenants within the Building, (iii) the Solar Facilities are ready and able to generate and supply electricity to the distribution system for the local utility and/or to tenants within the Building on a continuous basis (if applicable), (iv) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Solar Facilities, (v) if applicable and to the extent required, the local utility has approved interconnection with the distribution system to allow regular operation of the Solar Facilities, and (vi) the successful testing of the Solar Facilities has occurred.

2.2. Intentionally Omitted.

2.3. Termination During Development Term. Until the end of the Development Term, Tenant may terminate this Lease, in its sole and absolute discretion, after giving not less than thirty (30) days' notice to Landlord, if:

(a) Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Solar Facilities on the Leased Premises;

(b) Tenant determines that the Rooftop is not satisfactory for the Solar Facilities;

(c) Tenant determines that any condition exists in or about the Property or any technical problems exist, which problems cannot reasonably be corrected, and which preclude Tenant from using the Leased Premises for the Permitted Use;

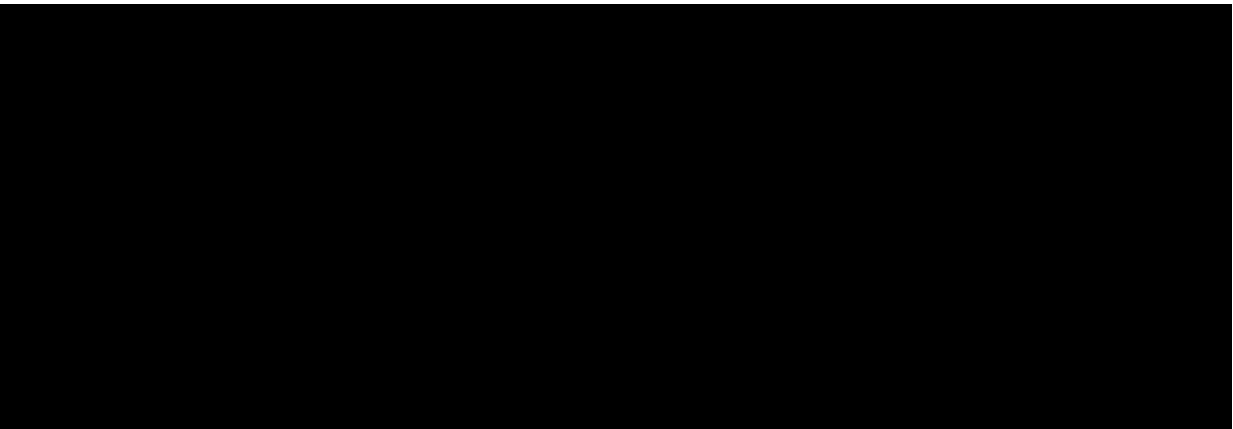
(d) Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;

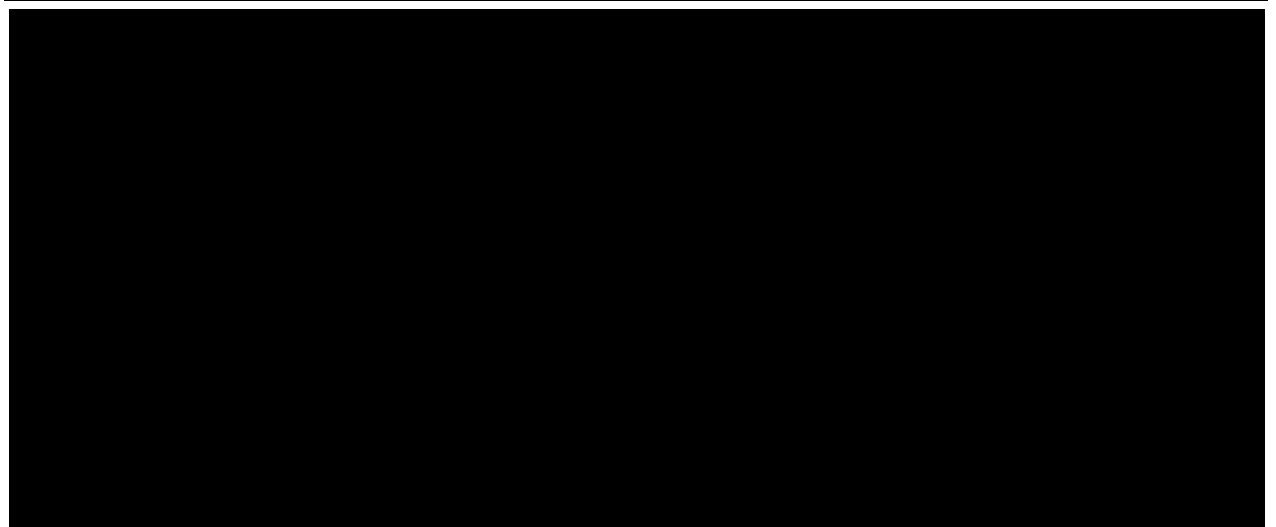
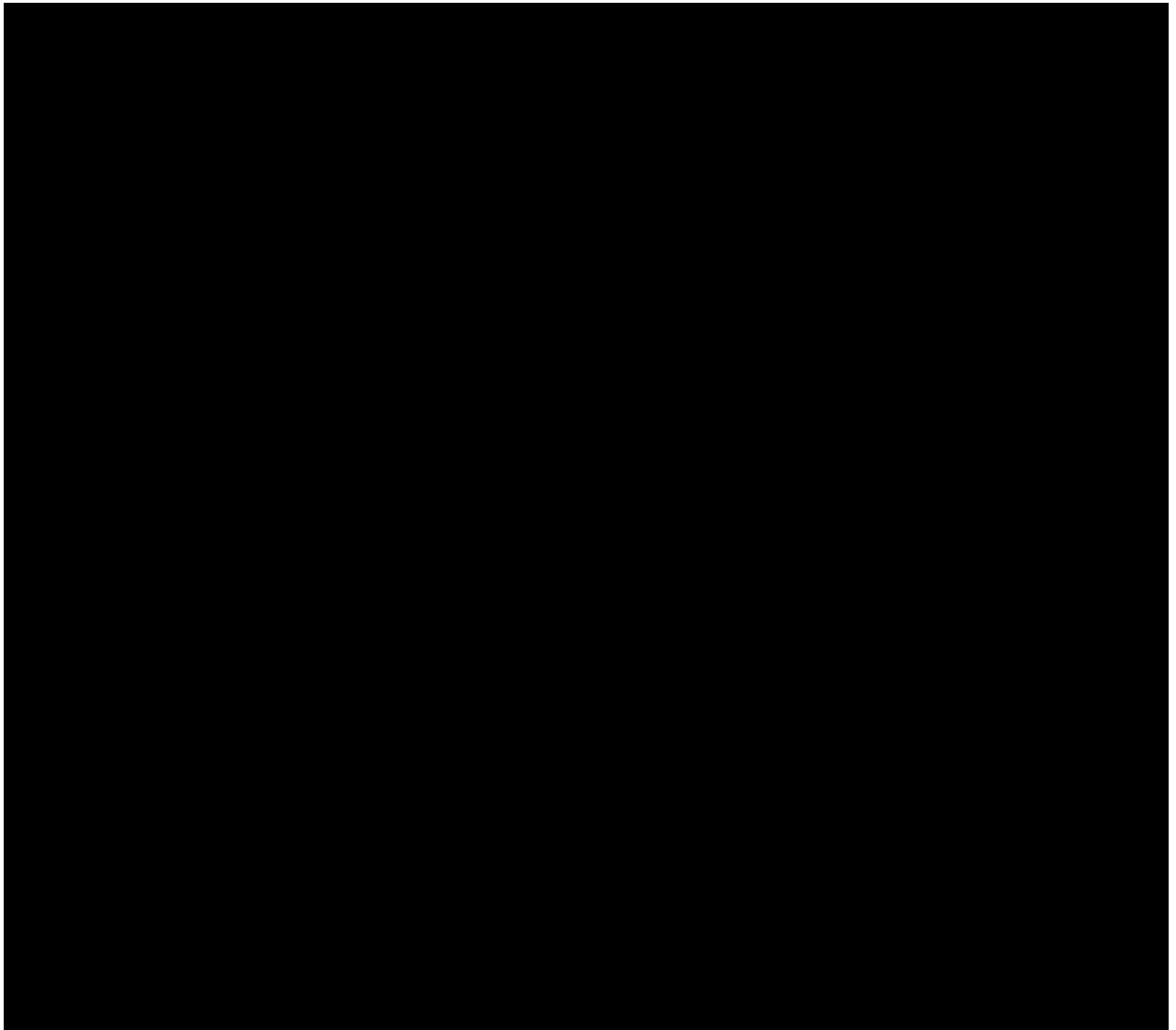
(e) Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

(f) The Leased Premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises or such damage exceeds all insurance reimbursements related thereto; or

(g) Tenant has not received authority to interconnect from the utility.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder. Any Rent paid to Landlord prior to said termination date shall be retained by Landlord (if any). Notwithstanding anything to the contrary contained herein, if following damage or destruction of the Solar Facilities or Leased Premises, this Lease is not terminated, Rent shall be abated in full during any period during which the Solar Facilities is not operating, and an equitable portion of such Rent shall be abated during any period when the Solar Facilities is not fully operational.





asserting such contest, to Tenant within ten (10) business days following receipt thereof by Landlord.

3.4. Representative's Fee. Tenant shall, as partial consideration for its rights pursuant to this Lease, execute and deliver to Black Bear Energy, Inc., with a copy to Landlord, a fee agreement separately agreed upon by Tenant and Black Bear Energy, Inc., in writing, pursuant to which Tenant shall make certain payments to Black Bear Energy, Inc., as Landlord's solar development representative, in connection with the transaction contemplated hereby.

3.5. Decommissioning Assurance. Tenant agrees to provide one of the following means of assurance for Tenant's removal obligation contained within Section 6.3 for the purpose of covering the costs to remove the Solar Facilities from the Leased Premises, Cable License Area, and Ground License Area (which security shall be determined by Tenant, in its sole discretion, provided that if Tenant chooses a guaranty, the guarantor's creditworthiness and the form of guaranty shall be to Landlord's reasonable satisfaction): (i) a letter of credit in the form issued by Tenant's bank or Financing Party for the benefit of Landlord in an aggregate amount of \$0.10 per watt dc of installed capacity at the Solar Facility funded over five (5) years, such letter of credit being established after the sixteenth (16th) anniversary of the Commercial Operation Date with an initial amount of \$0.02 per watt dc of installed capacity at the Solar Facility and increasing by an additional \$0.02 per watt dc of installed capacity at the Solar Facility on each anniversary of the Commercial Operation Date thereafter until such time as the letter of credit has an aggregate amount of \$0.10 per watt dc of installed capacity at the Solar Facility; or (ii) a corporate or other guaranty running to Landlord from an entity that, in Landlord's reasonable judgment, has the financial wherewithal to perform the removal obligations of Tenant set forth in this Lease; (iii) a decommissioning bond in an aggregate amount of \$0.10 per watt dc of installed capacity at the Solar Facility funded over five (5) years, such decommissioning bond being established after the sixteenth (16th) anniversary of the Commercial Operation Date with an initial amount of \$0.02 per watt dc of installed capacity at the Solar Facility and increasing by an additional \$0.02 per watt dc of installed capacity at the Solar Facility on each anniversary of the Commercial Operation Date thereafter until such time as the decommissioning bond has an aggregate amount of \$0.10 per watt dc of installed capacity at the Solar Facility; or (iv) no later than the date established for the first deposit as provided in **Schedule "F"** attached hereto, Tenant will establish an account that is pledged to Landlord with an aggregate of \$0.10 per watt dc of installed capacity at the Solar Facility funded over five (5) years, at the times for deposit set forth on **Schedule "F"** (the "**Decommissioning Account**"); provided that if Tenant selects to provide a Decommissioning Account pursuant to this Section 3.5, Tenant shall deliver reasonable documentation evidencing the existence of such Decommissioning Account and the funding of the Decommissioning Account, without demand by Landlord, no later than thirty (30) days following the date of the first required deposit to the Decommissioning Account as set forth on **Schedule "F"** and on each annual anniversary thereafter; provided further that Tenant shall deliver reasonable documentation evidencing the existence of such Decommissioning Account and the funding of the Decommissioning Account no later than five (5) business days following Tenant's receipt of Landlord's written request. If Tenant performs its removal obligations contained in Section 6.3, then the letter of credit, guaranty, or Decommissioning Account, as the case may be, shall be promptly returned to Tenant. If Tenant fails to perform its removal obligations contained in Section 6.3, then upon

five (5) business days' prior written notice to Tenant, Landlord shall be entitled to draw on the letter of credit in accordance with the terms thereof, enforce the guaranty, or utilize the Decommissioning Account to perform such removal of the Solar Facilities. After such removal by Landlord, any excess amounts from the letter of credit or remaining in the Decommissioning Account shall be returned to Tenant.

4. Use of the Leased Premises; Installation; Non-Exclusive Use.

4.1. Use of Leased Premises. Tenant shall only use the Leased Premises during the Term including any extensions thereof (including the Removal Period) and for the construction, installation, inspection, operation, maintenance, repair, replacement and removal of the Solar Facilities and the transmission of electricity therefrom and all other legal uses directly ancillary thereto (the "**Permitted Use**"). Tenant shall not use or permit the Leased Premises or the Property to be used for any purpose or purposes other than the Permitted Use without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Except items reasonably required by Tenant in connection with its operation and construction of the Solar Facilities (including but not limited to, small quantities of replacement parts and related sundry items), which items shall be stored in a safe and discreet manner within the Leased Premises, Tenant shall not store any materials in the Leased Premises or otherwise on the Property. Nothing herein shall be deemed to prohibit the storage of items by Tenant or its agents in the Construction License Area during the Construction Period.

4.2. Tenant's Initial Installation of Solar Facilities. Landlord acknowledges that Tenant will be performing the initial physical construction and actual installation of the Solar Facilities (the "**Tenant's Work**"). The actual commencement of construction on the Rooftop following mobilization shall constitute the commencement of Tenant's Work. Tenant's Work shall be conducted under the supervision of an engineering, procurement and constructing firm ("**EPC Contractor**") selected by Tenant prior to commencing Tenant's Work. Tenant shall deliver to Landlord the name and address of Tenant's EPC Contractor and any other pertinent information about Tenant's EPC Contractor reasonably requested by Landlord in writing. Notwithstanding anything to the contrary contained herein, during the performance of Tenant's Work, which shall occur prior to the Commercial Operation Date during the Development Term, Tenant and its agents, employees and contractors shall have the right to access and use the Leased Premises, the Cable License Area and the Ground License Area and the Construction License Area in accordance with the provisions of this Lease to the extent reasonably necessary to perform the Tenant's Work in accordance with the plan attached hereto as **Schedule "C"**. During the construction and installation of the Solar Facilities, Tenant shall have the right to permit its construction lender, any Financing Parties and any of their representatives to access the Leased Premises, the Cable License Area and the Ground License Area to perform any inspections contemplated under Tenant's financing agreements with Tenant's Financing Parties or their agents. Any lender's or Financing Party's rights of access shall in no way exceed the access rights of Tenant as provided in this Lease. Tenant's Work shall conform to all requirements as described in **Schedule "C"**. Any change related to the Tenant's Work shall require Landlord's prior written approval, which consent shall not be unreasonably withheld, conditioned or delayed. Upon ten (10) business days' prior written notice to Tenant, Landlord

may revoke its consent if there has occurred and is continuing any Event of Default under this Lease (beyond all applicable notice and cure periods).

4.3. Construction Liens. Landlord's Property (including, without limitation, the Leased Premises) shall at all times be free of liens for labor and materials supplied in connection with Tenant's Work. If at any time Landlord's Property or any portion thereof shall be encumbered by any construction or other liens, charges or claims for the payment of money or otherwise, or any violations or other encumbrances of record directly related to Tenant's Work or any other matter pertaining to Tenant at the Leased Premises, then Tenant shall, within ten (10) business days after receipt of written notice of same or written request by Landlord, prove to the reasonable satisfaction of Landlord that every such monetary lien has been fully paid, provided for, discharged or bonded. Without limiting Tenant's liability for failure to comply with this paragraph, if Landlord bonds or discharges any construction or other lien upon Tenant's failure to do so, then, in addition to the cost of such bonding or discharging and all other costs and disbursements which Tenant would owe to Landlord in respect of same hereunder, Tenant shall also pay to Landlord Landlord's out-of-pocket reasonable outside legal fees incurred by Landlord in discharging or bonding over such lien. Tenant, as its sole cost and expense, shall procure and deliver to Landlord a final release of lien following completion of construction of the Solar Facilities from the EPC Contractor and any subcontractors who constructed the Solar Facilities in connection with the performance of the Tenant's Work.

4.4. Ongoing Building Access. After completion of Tenant's Work, Tenant, its agents, employees and contractors shall have the ongoing right to access the Leased Premises, Cable License Area, and Ground License Area, twenty-four (24) hours per day, seven (7) days per week, and shall have the right to use parking spaces serving the Building to park, but not store, Tenant's vehicles in the common parking areas serving the Building free of charge provided that Tenant shall not use more than one parking space at any time without Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, and further provided there is no unreasonable or material interference with the access of Landlord or its tenants to the Building parking lots, loading docks and truck courts. Such access shall be limited to such access as is necessary to maintain, operate, service, repair, replace, make Alterations to, and remove the Solar Facilities for the Term and Removal Period upon not less than forty-eight (48) hours prior notice to Landlord, which may be telephonic, (except that no notice shall be required in case of an Emergency) during reasonable and normal business hours (unless Landlord reasonably consents otherwise). Tenant shall have no right to access the interior of the Building. Notwithstanding the foregoing to the contrary, in the event ten percent (10%) or more of the total Solar Facilities are offline, and Tenant provides Landlord with written notice of such, Landlord will provide Tenant access to the Leased Premises and License Areas, including through the interior of the Building if necessary, as soon as possible. Except as expressly set forth herein, access to the Leased Premises and/or License Areas by Tenant Parties shall be limited to exterior methods including a bucket lift or an exterior ladder and in no event shall the Tenant Parties have any right to access the Leased Premises or License Area through internal means without Landlord's prior written consent otherwise, which consent may be withheld at Landlord's sole discretion.

4.5. Non-Exclusive Use/Exclusive Use; Quiet Enjoyment. Landlord shall have the right to use, and to grant to third parties the right to use other portions of the Building and Property. Nothing contained herein shall be construed as granting to Tenant any property or ownership rights in the Building or Property, including the associated roof membrane attached thereto, other than those rights expressly set forth in this Lease, or to create a partnership or joint venture between Landlord and Tenant. Landlord covenants that Tenant upon payment of the Rent and upon the due performance of the express covenants and agreements herein contained on Tenant's part to be performed, shall peaceably and quietly have, hold, and enjoy access to and the benefits of the Leased Premises during the Term for the Permitted Use and Landlord shall protect and defend the right, title, and interest of Tenant hereunder from any other right, interest, title, and claim arising through Landlord or any other person claiming by or through Landlord.

4.6. Compatibility with Operations. Tenant shall use commercially reasonable efforts to ensure the Solar Facilities shall not unreasonably interfere with the operation of the Building, including, without limitation, window washing equipment, chiller units, cooling towers, the emergency generator, elevators, machine rooms, helipads, lightning protection systems, roof top antenna(s), ventilation shafts, if any, or any other parts of the Building.

4.7. Restrictions on Tenant's Use. Except to the extent Tenant has received Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed, Tenant will not store, place or otherwise locate on the Rooftop of the Building any item or equipment which Tenant would place undue pressure on the Rooftop and/or cause damage to the Property, Building or the roof membrane. Except as expressly provided otherwise in this Lease, or upon Tenant's receipt of Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed, Tenant shall not store any materials or equipment in the Common Areas or other areas of the Building or Property. Tenant shall promptly remove from the Leased Premises, at Tenant's sole cost and expense, any garbage, waste, and construction debris that might at any time be generated by Tenant, or its employees, agents, contractors or assigns. Notwithstanding anything to the contrary contained herein, including this Section 4.7, so long as no Event of Default on the part of Tenant has occurred and is ongoing beyond all applicable notice and cure periods, Tenant shall have the right to construct, maintain and operate the Solar Facility.

4.8. Tenant Interference. Tenant shall use commercially reasonable efforts to ensure that Tenant Parties do not unreasonably interfere, hinder or any way obstruct, disturb or take any action that would constitute a legal nuisance (collectively, a "**Tenant Interference**") to the other tenants, lessees or licensees of the Building during the installation and through the Term including any extensions thereof. In the event Tenant or Tenant Parties cause a Tenant Interference, Tenant agrees to use its commercially reasonable efforts to eliminate such Tenant Interference within five (5) business days of Tenant receiving written notification thereof from Landlord (which notice shall specify in reasonable detail the circumstances and facts related to and alleged to have caused the Tenant Interference); provided, however, if the elimination of such Tenant Interference will reasonably take longer than five (5) business days to perform, Tenant shall commence curing such Tenant Interference within such five (5) business day period and shall diligently prosecute such work in connection therewith to completion, provided that

such cure period shall not be extended beyond forty-five (45) days, if reasonable under the circumstances, from Tenant's receipt of written notice thereof.

4.9. Building Lease Amendments. Landlord is in the process of amending the lease or leases for tenants occupying the Building (the "**Building Lease Amendments**") to expressly permit the installation of the Solar Facilities and any required access to the roof or other areas of the Property by Tenant, including the interior of the Building, if necessary or required by Legal Requirements, as set forth herein. Landlord shall obtain the Building Lease Amendments in form and substance reasonably satisfactory to Tenant prior to the date which is ninety (90) days following the Effective Date, and Tenant agrees not to issue a notice to proceed to its EPC Contractor to commence construction of the Solar Facilities until Landlord has obtained all of the Building Lease Amendments. If Landlord has not obtained such Building Lease Amendments and any associated recorded documents prior to the expiration of the Inspection Period, in form sufficient such that Tenant is able to avail itself of all rights hereunder, including, but not limited to the construction, operation and maintenance of the Solar Facilities and the ability to obtain a leasehold owner's policy of title insurance insuring its interests under this Lease, then, Tenant may terminate this Lease upon written notice to Landlord, and neither party shall have any further liability to the other by reason thereof except for those provisions that expressly survive the termination of this Lease.

5. Maintenance and Repair

5.1. Tenant Obligations. Except as set forth in Sections 15 and 16, Tenant shall, at Tenant's sole cost and expense, keep the Solar Facilities in good order, repair and condition throughout the Term, and promptly and adequately repair all damage to the Leased Premises, Property and Building caused by Tenant, or any of Tenant's employees, agents, or contractors, other than ordinary wear and tear, taking the Permitted Use into account. If Tenant fails to commence such replacement or repairs within fifteen (15) days of receipt of written notice from Landlord, Landlord may, upon three (3) days prior written notice to Tenant, make such repairs and Tenant must reimburse Landlord within thirty (30) days of receiving an invoice (along with reasonable written evidence therefor) for Landlord's reasonable, actual, out-of-pocket expenses in performing such work, except in the event of an Emergency in which case Landlord shall have the right to complete such repairs necessary to remove such Emergency situation without notice to Tenant; provided that Landlord shall notify Tenant of such Emergency immediately upon receipt of notice thereof. An "**Emergency**" shall mean an event threatening immediate and material danger to people located in the Building or immediate, material damage to the Building, the Building's Systems or Building Structure or the Solar Facilities. In the event any maintenance and/or repair to the structural portions of the Building, including the foundation, roof structure (in each case, excluding the Solar Facilities), and all Common Areas (collectively, "**Building Structure**"), and associated roof membrane, or Building is required due to the existence of the Solar Facilities and related equipment connected thereto on the Leased Premises (as reasonably determined, in writing, by a qualified and licensed structural engineer), or results from Tenant's access and/or use of the Leased Premises or the Building, Tenant shall bear the reasonable cost and expense actually incurred by Landlord in performing repairs and/or maintenance in connection therewith. Tenant shall pay such cost no later than thirty (30) days following Tenant's receipt of invoice for such maintenance and repairs

(which invoice shall be accompanied by reasonable back-up documents evidencing the costs incurred by Landlord).

Landlord shall not introduce any structures, landscaping or other objects upon or adjacent to the Leased Premises that will impede or affect solar access to Solar Facilities. Landlord, at its election, has the one-time right during the Term to install a new roof on the Building at any time following the seventh (7th) anniversary of the Commercial Operation Date (the “**Roof Replacement**”). If Landlord elects to undertake the Roof Replacement Landlord shall provide Tenant with not less than ninety (90) days prior written notice therefor, which notice shall specify the date on which the Roof Replacement is to commence (the “**Roof Ready Date**”) (which Roof Ready Date shall not be sooner than ninety (90) days from the date of such notice), and Landlord shall bear any and all costs associated with such Roof Replacement. Notwithstanding the foregoing, Tenant shall bear all costs and expenses in connection with the removal and reinstallation of the Solar Facilities during such Roof Replacement in accordance with the terms and conditions set forth herein (the “**Removal and Reinstallation Costs**”). The Roof Replacement shall be accomplished in two (2) phases, each phase affecting one half of the Rooftop. Tenant shall remove the Solar Facilities from the applicable half of the Rooftop as designated by Landlord by the Roof Ready Date. Tenant shall also bear the Lost Energy Revenue in connection with such Roof Replacement, as long as such Roof Replacement for each phase is completed within ninety (90) days of the last to occur of (i) Roof Ready Date and (ii) date that the Solar Facilities are removed from the applicable half of the Rooftop to prepare for such Roof Replacement. If the Roof Replacement for either of the two (2) phases takes more than ninety (90) days from the last to occur of (i) Roof Ready Date and (ii) the date that the Solar Facilities are removed and the roof is available for re-roofing to prepare for such Roof Replacement, then Landlord shall, thereafter pay Tenant for any and all Lost Energy Revenue for the applicable half of the Rooftop until the date that the Solar Facilities are back online and fully-operable on the applicable half of the Rooftop.

In the event that Landlord determines, in its reasonable discretion, that a portion of the roof requires repair as opposed to a total Roof Replacement as set forth directly above (a “**Roof Repair**”), and if such Roof Repair requires the partial or complete disassembly or movement of the Solar Facilities (a “**Repair Removal and Reinstallation**”), Tenant shall reasonably cooperate with Landlord in connection with such Repair Removal and Reinstallation and shall commence such Repair Removal and Reinstallation within thirty (30) business days of Landlord’s request if commercially feasible; provided, that Landlord will use reasonable efforts to provide Tenant sixty (60) days prior written notice of any Removal and Reinstallation. In no event shall Tenant be required to remove more than 20% of the Solar Facilities at a single time, and Roof Repairs (including any Roof Replacement set forth in the previous subparagraph) that affect more than 20% of the Solar Facilities shall be completed in a phased manner so that at no one time shall more than 20% of the Solar Facilities be removed; and provided further, that Landlord shall use reasonable efforts to not require removal during High Insolation Periods and shall work in good faith with minimize the disruption to the Solar Facilities attributable to any Roof Repairs. Except as otherwise provided herein, Landlord shall be responsible for the full cost to Tenant of each Repair Removal and Reinstallation, and Landlord shall reimburse Tenant for any Lost Energy Revenue during the time all or a portion of the Solar Facilities is out of operation as a result of a Roof Repair (the “**Repair Time**”); provided, however, in connection

with any Repair Removal and Reinstallation, no Lost Energy Revenue shall be due for the first thirty (30) days that all or a portion of the Solar Facilities is out of operation during each four (4) year increment of the Term of this Lease following the Commercial Operation Date.

The portion of Lost Energy Revenue attributable to tax credits shall only be available until the fifth anniversary of the Commercial Operation Date and shall be calculated as the lesser of (a) the value of any tax credits that otherwise would have been receivable by Tenant (or Tenant's Financing Parties, direct or indirect owners) during the period in which the Solar Facilities are offline and/or any tax credits previously claimed by Tenant (or Tenant's Financing Parties, direct or indirect owners) that are recaptured as a result of the Solar Facilities being offline, but in no event greater than the maximum exposure to Landlord (the "**Maximum Landlord Tax Credit Exposure**") set forth on **Schedule "G"** attached hereto and (b) the actual damages suffered by Tenant (or Tenant's Financing Parties, direct or indirect owners) (such amount, the "**Tax Credit Recapture Fee**"). As set forth on **Schedule "G"**, the Maximum Landlord Tax Credit Exposure shall decrease by twenty percent (20%) at the end of each anniversary of the Commercial Operation Date until the fifth anniversary thereof, after which no Tax Credit Recapture Fee shall be available. Tenant shall, in making any demand for a Tax Credit Recapture Fee, provide Landlord with documentation from a reputable accounting firm or other source reasonably acceptable to Landlord to verify Tenant (or Tenant's Financing Parties, direct or indirect owners) actual damages.

(a) "**High Insolation Periods**" means the hours from 5:30AM Eastern Standard Time to 6:00PM Eastern Standard Time on any days within the period commencing April 1st of each calendar year and ending October 31st of any such calendar year; provided that Landlord may, by written notice to Tenant, designate one weekend (a continuous 48-hour period) each calendar quarter to be considered a non-High Insolation Period.

(b) "**Lost Energy Revenue**" means the sum of the (i) revenue Tenant would have received from the sale of the Solar Facilities' electrical generation during the Repair Time under the any power purchase agreement but for the disruption in the Solar Facilities' operation solely caused by the Removal and Reinstallation for the Roof Repair, (ii) revenue Tenant would have received from rebate, assistance or other incentive programs related to the operation of the Solar Facilities, including without limitation the Environmental Attributes and Environmental Incentives as defined in Section 17.12 below, during the Repair Time but for the disruption in the Solar Facilities' operation solely caused by the Removal and Reinstallation for the Roof Repair, and (iii) tax credits that otherwise would have been receivable by Tenant or its Financing Parties, direct or indirect owners but for the disruption in the Solar Facilities' operation and/or any tax credits already claimed but are subject to recapture (including any fees and penalties associated with such recapture), either or both solely caused by the Removal and Reinstallation for the Roof Repair. Tenant shall be entitled to Lost Energy Revenue only upon providing to Landlord, reasonably detailed written documentation evidencing that actual Lost Energy Revenue, including a reasonably complete explanation of the metrics and calculations supporting any claimed Lost Energy Revenue sums, has occurred consistent with the conditions provided herein. Tenant must claim and provide requisite documentation to Landlord no later than ninety (90) days after an occurrence of Lost Energy Revenue except in the case of lost incentives, rebates or tax credits, where Tenant must claim and provide requisite documentation to Landlord

no later than ninety (90) days after the receipt by Tenant of written notice from any governmental authority or independent auditor indicating that Tenant or its Financing Parties, direct or indirect owners are ineligible for such incentive, rebate or tax credit or such items are or will be subject to recapture.

For the purpose of calculating the payments for Lost Energy Revenue during any Repair Time, Lost Energy Revenue shall be deemed to have been produced at the same applicable pro rata rate based on the monthly estimate of energy production with respect to the Solar Facilities (as reasonably determined by Tenant and as shall be provided to Landlord upon Landlord's prior written request) as follows: (i) in the case of Repair Time occurring within the first twelve (12) months of the Solar Facilities' operation, such estimate shall be based on the total projected energy production of the prior month of operation; and (ii) in the case of Repair Time occurring after the first twelve (12) months of the Solar Facilities' operation, such estimate shall be based on the total energy production during the same month in the prior calendar year, in each case, as if there had been no interruption in the Solar Facilities' operation.

5.2 Survival of Obligations. All obligations of Landlord and Tenant hereunder not fully performed as of the expiration or earlier termination of this Lease that are expressly stated to survive the termination of the Lease Term shall survive such expiration or earlier termination.

5.3 Landlord's Damage. If Landlord or any Landlord Parties or tenants of the Building damages the Solar Facility, Landlord shall promptly notify Tenant of same. Tenant shall have the right to make all repairs to Solar Facility or related facilities at the sole cost and expense of Landlord if caused by Landlord or any Landlord parties, and if caused by a tenant of the Building, at the expense of Landlord to the extent recoverable by Landlord under the applicable lease for such tenant of the Building. Such reasonable, actual out-of-pocket costs will either be paid directly by Landlord to Tenant within thirty (30) days of receipt of an invoice with reasonable written evidence therefor or shall be deducted from the next payment of Rent due hereunder (if any), at Tenant's election.

6. Installation, Operation, and Removal of Solar Facilities.

6.1. Aesthetics of the Leased Premises. Tenant, at Tenant's sole cost and expense, shall maintain the aesthetics of the Leased Premises and Solar Facilities consistent with the plans and specifications approved by Landlord as part of the initial construction of the Solar Facilities. Subject to Landlord's express representations, warranties and covenants, during the Term of this Lease, Landlord shall have the right to modify the aesthetics surrounding the Property and the Building including the Rooftop, as long as such modifications do not materially and adversely impact Tenant's access to the Leased Premises or its operation of the Solar Facilities. Tenant agrees to use commercially reasonable efforts, at Landlord's sole cost and expense, to cooperate with Landlord in effecting any such Landlord-requested aesthetic changes.

6.2. Alterations During the Term of this Lease. Tenant shall not materially alter, improve, modify, change, or add to the Solar Facilities (collectively, "**Alterations**")

without receipt of Landlord's prior written consent thereto (such consent not to be unreasonably withheld, conditioned or delayed), except that Landlord's consent shall not be required if the Alterations: (a) do not penetrate the Rooftop; (b) do not affect the Building Structure; (c) do not adhere to the roof membrane; and (d) do not materially deviate from the specifications for the Solar Facilities shown in Schedule "A-1". With regard to Tenant obtaining all required permits and approvals in connection with the performance of Alterations, Landlord shall reasonably cooperate, at Tenant's sole cost and expense, with Tenant; provided, however, that Landlord shall not be responsible for procuring or maintaining any such approval connected to such Alterations. Landlord may monitor and oversee the construction and installation of any Alterations (except for those Alterations that do not require Landlord consent pursuant to this Section 6.2), and Tenant shall reimburse Landlord for its actual, costs and expenses in reviewing plans and specifications and in monitoring construction of the Alterations; provided, however, in no event shall Tenant be obligated to reimburse Landlord for such services to the extent the cost of the same is greater than two percent (2%) of the total cost of such Alterations. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with Legal Requirements. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work, prior to commencing the performance of such Alterations, and Landlord may post on and about the Leased Premises notices of non-responsibility pursuant to applicable law. Upon completion of the Alterations, Tenant shall deliver to Landlord statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors, if applicable. Notwithstanding anything contained herein to the contrary, in no event shall Tenant make any roof penetrations or adhere any equipment to the roof membrane other than those expressly shown in the approved plans and specifications attached hereto without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

6.3. Removal of Solar Facilities. Tenant shall have the right to remove the Solar Facilities, or any part thereof, at any reasonable time upon at least thirty (30) days' prior written notice to Landlord. At the expiration of the Term, or upon any sooner termination of the Term due to the default of Tenant hereunder, Tenant shall remove all Solar Facilities within ninety (90) days of the expiration or earlier termination, of this Lease (the "**Removal Period**"), at its own cost and expense, and shall return the Leased Premises to its condition existing prior to Tenant's installation of the Solar Facilities (excepting only ordinary wear and tear, casualty and condemnation). Subject to the rights of Tenant's Financing Parties set forth herein, if Tenant fails to timely complete such removal or fails to satisfactorily return the Leased Premises to the requisite condition pursuant to Section 3.5, above, Landlord may, following no less than forty-five (45) days' prior written notice to Tenant (the "**Final Removal Notice**"), complete such removal and repair such damage at Tenant's actual, out-of-pocket cost and expense, in which event Tenant shall pay the cost of such removal and repair no later than thirty (30) days following Tenant's receipt of an invoice for the same (which invoice shall be accompanied by reasonable back-up documents evidencing the costs incurred by Landlord) or (ii) put Tenant on written notice (which notice may be contained in the Final Removal Notice) that in the event Tenant fails to complete such removal within such thirty (30)-day period all Solar Facilities remaining on the Leased Premises, shall become the property of Landlord subject to the rights of

any Tenant Financing Party, in which event, Tenant shall have no further obligation to remove the same and Landlord shall bear the sole cost and expense in connection therewith (including but not limited to the costs of removing the Solar Facilities). Once installed, the roof associated roof membrane shall at all times remain the property of Landlord.

6.4. Compliance with Laws. Landlord makes no warranty or representation that the Solar Facilities are permitted by law and Tenant assumes all liability and risk in obtaining and maintaining all permits and approvals (if any) necessary for the installation and use of the Solar Facilities.

7. Indemnification and Insurance.

7.1. Indemnification and Waiver. Except to the extent due to the gross negligence or willful misconduct of Landlord or the Landlord Parties, Tenant shall indemnify, protect, defend and hold Landlord, its parents, members, partners, subsidiaries, affiliates, successors and assigns, and each of their respective principals, officers, directors, agents, employees, servants, managers, successors and assigns (collectively, the “**Landlord Parties**”) harmless from and against all losses, damages, claims, actions, causes of action, liabilities, costs and expenses (including reasonable outside attorneys' fees) (collectively, “**Claims**”) to the extent directly arising out of or related to (i) a breach by Tenant of this Lease beyond all applicable notice and cure periods, or (ii) any negligent act or omission of Tenant or its agents, servants, employees, contractors or representatives at the Property (collectively, the “**Tenant Parties**”), including, but not limited to, damage, losses or injuries from Tenant's exercise of its rights under this Lease, including, without limitation, the negligence on the part of Tenant in the construction, operation, maintenance and repair of the Solar Facilities. Tenant agrees and acknowledges that it shall use the Leased Premises at its sole risk, and, except for the gross negligence or willful misconduct of Landlord and the Landlord Parties, Tenant absolves and fully releases Landlord and the Landlord Parties from any and all third-party Claims. The provisions of this section shall survive the expiration or earlier termination of this Lease.

7.2. Tenant's Insurance. Tenant at its expense, shall maintain during the Term, and the EPC Contractor shall cause any other contractors and subcontractors to maintain prior to performing any Tenant Work on the Property to maintain the following insurance policies: all risk property insurance covering the full replacement cost of the Solar Facility; worker's compensation insurance within the statutory limits and employer's liability insurance with annual limits of: Bodily Injury by Accident, each Accident: \$1,000,000; Bodily Injury by Disease, each Employee: \$1,000,000; Bodily Injury by Disease, Policy Limit: \$1,000,000; commercial business auto policy covering all owned, hired and non-owned automobiles, truck and trailers is required, with coverage limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage; and commercial general liability insurance, with a minimum limit of \$3,000,000 per occurrence for property damage, personal injuries, or deaths of persons occurring in or about the Leased Premises; and an umbrella policy of \$5,000,000 to be evidenced by a certificate delivered to Landlord not later than the date on which Tenant commences Tenant's Work as set forth in Section 4.2, which certificate shall name Landlord as additional insured. The commercial general liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which

are licensed to do business in the state in which the Property is located, not be cancelable unless thirty (30) days' prior written notice (except that only ten (10) days' notice shall be required for non-payment of premium) shall have been given to Landlord and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Notwithstanding anything to the contrary contained herein, Tenant shall have the right to obtain the insurance of the kind and in the amounts provided for under this paragraph under a blanket insurance policy covering other properties as well as the Leased Premises or pursuant to a corporate policy of self-insurance.

7.3. Landlord's Insurance. To the extent the cost of any insurance policy carried by Landlord as of the Commercial Operation Date is increased solely due to the existence of, and expressly attributable to, the Solar Facilities (as applicable, the “**Solar Facilities Insurance Increase**”), Tenant shall pay to Landlord, annually, an amount equal to the Solar Facilities Insurance Increase no later than thirty (30) days upon Tenant's receipt of an invoice therefor by Landlord, which invoice shall document such Solar Facilities Insurance Increase with a copy of the subject insurance bill and other reasonable written back-up documents which demonstrate that the Solar Facilities were the cause of such increase.

7.4. Subrogation. Tenant and Landlord agree to look first to, and seek recovery from, any applicable insurance carriers in the event of a property loss. Each party agrees that its “all risk” property insurance policies are now, or shall, include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord, Tenant, the Landlord Parties and Tenant Parties, as applicable, in connection with any loss or damage thereby insured against. Moreover, neither Landlord nor the Landlord Parties shall be liable to Tenant for loss or damage caused by any risk coverable by all risk property insurance, and Tenant waives any claims against Landlord and the Landlord Parties for such loss or damage. The failure a party to retain all risk insurance covering its property shall not void this waiver. Except in the event of Landlord's or the Landlord Parties' gross negligence or willful misconduct or as set forth elsewhere in this Lease, Landlord and the Landlord Parties shall not be liable for, and Tenant hereby waives all claims against such parties for business interruption losses sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises or the Property from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or the Landlord Parties.

8. Events of Default. Each of the following occurrences shall constitute an “**Event of Default**” under this Lease:

8.1. Monetary Default. Tenant's failure to pay the Rent or any other payment required to be paid herein, within (i) five (5) business days following Tenant's receipt of written notice that the same was not paid when due with regard to the first (1st) such failure in any twelve (12)-month period, or (ii) two (2) business days following Tenant's receipt of written notice that the same was not paid when due with regard to any subsequent failure in the same twelve (12)-month period.

8.2. Non-Monetary Default. Breach by Tenant or Landlord of any non-monetary provision of this Lease (except as set forth in Section 8.3 below), where such breach shall continue for a period of thirty (30) days after receipt of written notice thereof from the other party; provided, however, that if the nature of the breaching party's nonperformance is such that more than thirty (30) days are reasonably required for its cure, then such party shall not be deemed to be in default if such commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion, provided that such cure must be completed within sixty (60) days after receipt of the original notice.

8.3. Insurance. If insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire and the same is not reinstated on the earlier to occur of (i) two (2) business days of Tenant's receipt of written notice therefor from Landlord or (ii) Tenant's actual knowledge of such cancellation or termination.

8.4. Unauthorized Transfer. There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

8.5. Failure to Discharge Lien. Except as otherwise expressly permitted hereunder, Tenant shall fail to discharge, or bond over, any lien placed upon the Leased Premises or Property within ten (10) business days after Tenant receives written notice that any such lien or encumbrance is filed against the Leased Premises or Property.

8.6. Other. In the event Tenant or Landlord (A) makes a general assignment for the benefit of creditors; (B) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "**proceeding for relief**"); (C) becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or (D) is dissolved or otherwise fails to maintain its legal existence.

9. Remedies

9.1. Landlord Remedies

9.1.1. Tenant Default. Upon occurrence of an Event of Default by Tenant beyond all applicable notice and cure periods, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever. Landlord may, at its option, terminate this Lease, in which event Tenant shall surrender the Leased Premises to Landlord in accordance with the terms of this Lease, and if Tenant fails to do so, Landlord may, in compliance with applicable law and without prejudice to any other remedy, at law or in equity, which it may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any

other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim of damages therefor; and Landlord may recover from Tenant such amounts as available pursuant to applicable law. If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

9.1.2. Termination Damages. If this Lease is terminated due to an Event of Default by Tenant, then unless and until Landlord elects lump sum liquidated damages described in Section 9.1.3 of this Lease, which election must occur within ninety (90) days of any termination of this Lease, Tenant covenants, as an additional obligation after any such termination, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence Tenant shall be credited with the net proceeds of any Rent then actually received by Landlord from a reletting of the Leased Premises after deducting all sums provided for in this Lease to be paid by Tenant and not then paid. In no event shall Tenant be liable for indirect or consequential damages except: (i) in the case of holding over for a period in excess of 30 days when notice of a new tenancy has been provided in advance; or (ii) to the extent arising as a result of any default, breach or misrepresentation by Tenant with respect to any agreement, covenant, obligation, representation or warranty of Tenant set forth in this Lease pertaining to the environmental condition of the Leased Premises, any environmental laws or ordinances pertaining to the Leased Premises, or Tenant's Permitted Use of the Leased Premises.

9.1.3. Lump Sum Liquidated Damages. If this Lease is terminated due to an Event of Default, then Tenant covenants, as an additional obligation after termination, to pay forthwith to Landlord at Landlord's election made by notice to Tenant at any time, as liquidated damages a single lump sum payment equal to the sum of (i) all sums provided for in this Lease to be paid by Tenant and not then paid at the time of such election, and in addition (ii) an amount equal to the sum of all of the Rent and other sums due hereunder and payable with respect to the twelve (12) month period next following the date of termination, and (iii) the cost of removal of the Solar Facilities (unless Landlord elects to retain the Solar Facilities as contemplated by Section 6.3 above).

9.2. Remedies Cumulative. Any and all rights and remedies Landlord or Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two (2) or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord or Tenant to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in Section 9.1 of this Lease.

9.3. Effect of Waivers of Default. Any consent or permission by Landlord or Tenant to any act or omission which otherwise would be a breach of any covenant or condition, or any waiver by Landlord or Tenant of the breach of any covenant or condition, shall not in any way be held or construed to operate so as to impair the continuing obligation of such covenant or condition, or otherwise operate to permit other similar acts or omissions. No breach shall be deemed to have been waived unless and until such waiver be in writing and signed by the other party. The failure of Landlord or Tenant to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Lease, or the receipt by Landlord of Rent with knowledge of any violation, shall not be deemed a consent to or waiver of such violation, nor shall it prevent a subsequent act, which would otherwise constitute a violation, from in fact being a violation.

9.4. No Accord and Satisfaction; No Surrender. No acceptance by Landlord of a lesser sum than the Rent, or any other sum or charge then due shall be deemed to be other than on account of the earliest installment of such rent, sum or charge due; nor shall any endorsement or statement on any check or in any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other right or remedy available to it. The removal of the Solar Facilities (or any similar act) shall not operate as a termination of this Lease or an acceptance of a surrender of the Leased Premises.

9.5. WAIVER OF JURY. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY SUMMARY PROCEEDING IN ANY EMERGENCY OR OTHER STATUTORY REMEDY, OR IN ANY ACTION BASED, IN WHOLE OR IN PART, ON NON-PAYMENT OF RENT OR OTHER DEFAULT OR EVENT OF DEFAULT UNDER THIS LEASE; AND TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR SET-OFF IN ANY SUCH PROCEEDING, EXCEPT TO THE EXTENT TENANT WOULD HAVE NO RIGHT TO COMMENCE AN INDEPENDENT PROCEEDING TO SEEK TO RECOVER ON ACCOUNT OF SUCH CLAIM.

9.6. Landlord's Curing and Enforcement. If Tenant shall neglect or fail to perform or observe any covenant or condition of this Lease and shall not cure such default or Event of Default within the applicable cure period following receipt of written notice therefor, Landlord may, at its option, without waiving any claim for breach, at any time thereafter cure such default or Event of Default for the account of Tenant, and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant shall reimburse Landlord for the reasonable, out-of-pocket cost therefor, together with an administrative charge of two percent (2.00%) of the amount thereof, on demand; and Tenant shall further indemnify and save Landlord harmless in the manner elsewhere provided in this Lease in connection with all of Landlord's actions in effecting any such cure. Notwithstanding any other provision herein concerning cure periods, Landlord may cure any default or Event of Default for the account of Tenant after such notice to Tenant, if any, as is reasonable under the circumstances (including telephone notice) if the curing of such default or Event of Default prior to the expiration of the applicable cure period is due to an Emergency. Tenant shall pay to Landlord on demand all of the costs and expenses of Landlord payable pursuant to this Section 9.6, including such administrative charge and reasonable outside attorneys' fees, incurred in

enforcing any covenant or condition of this Lease. Without limiting any of its other rights or remedies, any sum due hereunder shall, in addition, bear interest from the date due at the greater of (i) one percent (1.00%) for each month (or ratable portion thereof) the same remains unpaid, or (ii) three percent (3.00%) per annum (or ratable portion thereof) above the so-called prime rate of interest published in The Wall Street Journal from time to time on ninety (90) day loans to its most credit-worthy borrowers; provided that interest shall never exceed the maximum rate permitted under applicable law.

9.7. In the event Tenant breaches any covenant or fails to observe any condition set forth in Section 7 of this Lease with respect to the insurance required to be maintained by Tenant, then and without limiting any other right or remedy, and notwithstanding any other provision herein concerning notice and cure of defaults or Events of Default, Landlord may upon two (2) business days' prior written notice to Tenant obtain such insurance, and Tenant shall pay the cost thereof and Landlord's expenses related thereto upon demand.

9.8. Landlord's Default. In no event shall Landlord be in default unless notice thereof has been given to Landlord (and all mortgagees for which Tenant timely received such mortgagee's notice address) and Landlord (or any such mortgagee at its sole discretion) fails to perform within thirty (30) days (provided, however, that such thirty (30) day period shall be reasonably extended if such performance begins within such period and thereafter is diligently pursued, or if such mortgagee notifies Tenant within such period that it intends to cure on behalf of Landlord and thereafter begins curing within such period, or if later within thirty (30) days after acquiring possession of the Property if the cure requires the mortgagee to obtain possession of the Property, and diligently pursues curing with reasonable promptness). Notwithstanding the foregoing, in no event shall any Landlord or any Landlord mortgagee be entitled to more than sixty (60) days to cure any such default hereunder. Any mortgagee notice and cure periods set forth in any subordination, nondisturbance and attornment agreement then in effect under Section 11 of this Lease shall control to the extent the same differ from the foregoing.

9.9. Tenant's Remedies. Upon a default by Landlord that is not cured within the permitted time under Section 9.8, above, Tenant may, at its option (but without obligation to do so), declare an event of default and avail itself of all available rights at law and equity as well as any other remedies expressly set forth herein. The costs and expenses of any such performance by Tenant shall be due and payable by Landlord upon receipt of a reasonable written evidence therefor.

10. Assignment.

10.1. In General. Except as expressly set forth hereinbelow, Tenant shall not assign this Lease, the Solar Facilities or any part thereof (an "**Assignment**") without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. To request Landlord's consent to any Assignment, Tenant shall notify Landlord in writing, which notice (the "**Assignment Notice**") shall include (a) the proposed effective date of the Assignment, which shall not be less than thirty (30) days after the date of delivery of the Assignment Notice, (b) all of the terms of the proposed Assignment, the name and address of the proposed assignee (the "**Assignee**"), and a copy of all existing and/or proposed documentation

pertaining to the proposed Assignment, including all existing operative documents to be executed to evidence such Assignment or the agreements incidental or related to such Assignment, and (c) current financial statements of the proposed Assignee certified by an officer, partner or owner thereof, and any other information reasonably required by Landlord, which will enable Landlord to determine the financial responsibility of the proposed Assignee, nature of such Assignee's business and proposed use of the Leased Premises. Except as expressly set forth hereinbelow, any Assignment made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Landlord and Tenant acknowledge and agree that in no event shall Tenant be permitted to sublease all or any portion of the Leased Premises.

10.2. Effect of Assignment. Upon any Assignment, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) any consent given by Landlord, to the extent required hereunder, shall not be deemed consent to any further Assignment by either Tenant or an Assignee, and (iii) Tenant shall deliver to Landlord, promptly after execution, an executed copy of the form of assignment agreement (reasonably acceptable to Landlord), and (iv) such Assignee shall be liable for the payment of all sums due under this Lease and the performance and observance of all the agreements, covenants, conditions and provisions to be performed and observed by Tenant under this Lease as and when performance and observance are due. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings).

10.3. Permitted Transfer. Notwithstanding the foregoing or anything to the contrary contained herein, without the prior written consent of Landlord and provided that any assignee has the financial wherewithal to perform Tenant's obligations under this Lease, Tenant may assign its rights and obligations hereunder to (a) any affiliate of Tenant; (b) any entity which results from a merger of, reorganization of, or consolidation with Tenant or Tenant's affiliates; (c) any entity engaged in a joint venture with Tenant or Tenant's affiliates; (d) any entity which acquires substantially all of the stock or assets of Tenant or Tenant's affiliates, as a going concern, with respect to the business that is being conducted in the Leased Premises; and (e) to Tenant's Financing Party, on a collateral basis or otherwise. Subject to the restrictions set forth in this Section 10, Lease and the rights and obligations under this Lease shall be binding upon and shall inure to the benefit of Tenant and Landlord and their respective permitted successors and assigns.

11. SUBORDINATION; NON-DISTURBANCE; ESTOPPEL CERTIFICATE.

(a) Subordination. Subject to Section 11(b), below, this Lease shall be subject and subordinate at all times to any mortgage(s), and the lien resulting from any other method of financing or refinancing which now or subsequently are recorded against or affect Landlord's Property or the Leased Premises, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof (collectively, "**Landlord Mortgages**"). Subject to Landlord's obligations pursuant to Section 11(b), below, Tenant hereby attorns to any underlying lessor or mortgagee and shall execute promptly any certificate or other instrument

which Landlord may request in confirmation of such subordination and adornment.

(b) Non-disturbance. Landlord covenants and agrees to deliver to Tenant within ninety (90) days hereof a commercially reasonable non-disturbance and attornment agreement (an “**SNDA**”) with regard to any existing Landlord Mortgages. Landlord shall obtain an SNDA from any subsequent mortgagee as a condition of placing any Landlord Mortgages on the Leased Premises after the Effective Date. Without limiting the foregoing requirement that any such non-disturbance and attornment agreement be commercially reasonable, Landlord expressly agrees that Tenant shall not be required to subordinate its interest under this Lease pursuant to Section 11(a) unless (a) such subordination does not materially increase Tenant’s obligations, or materially decrease Tenant’s rights under this Lease; (b) Landlord first obtains from the holder of the Landlord Mortgage, deed of trust, or other instrument of security to which this Lease is to become subordinated a written agreement that provides substantially the following: “As long as Tenant or Tenant’s Financing Party performs its obligations under this Lease within all applicable notice and cure periods, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect the rights of Tenant or Tenant’s Financing Party hereunder”; and (c) such subordination agreement provides that (i) no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Tenant’s Financing Party’s right to pursue any or all of its remedies under a security interest in the Collateral, and (ii) the encumbrance holder shall take no action to impede or otherwise interfere with Tenant’s Financing Party enforcing its right and remedies.

(c) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) business days after receipt of a written request from the other, execute and deliver a commercially reasonable form estoppel certificate in favor of a Landlord Mortgagee, a Financing Party, a prospective purchaser of the Solar Facilities, the Leased Premises or the Property, or such other party as may reasonably request same, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder. Landlord and all Landlord Mortgagees shall have the right, as against Tenant, to rely upon any certificate furnished by Tenant under this Section, and Tenant and any Financing Party shall have the right, as against Landlord, to rely upon any certificate furnished under this Section furnished by Landlord.

12. Ownership of Solar Facility; Solar Facility Financing.

12.1. Solar Facility Is Personal Property. Landlord expressly acknowledges and agrees that the Solar Facility, the renewable energy, and the Environmental Attributes produced by or associated with the Solar Facility are personal property and shall remain the personal property of Tenant; shall not be considered the real or personal property of Landlord; and shall not attach to or be deemed a part of, or fixture to, the Real Property, the Building, the Rooftop, the Leased Premises or any part thereof. In furtherance of the foregoing, Landlord agrees that the Solar Facility all other personal property within the Leased Premises owned by Tenant, the renewable energy, the Environmental Attributes, or any part thereof consisting of trade fixtures (collectively, the “**Collateral**”) shall not be deemed a fixture or part of the Leased Premises but shall at all times be considered personal and moveable property, whether or not any Collateral becomes so related to the Leased Premises that an interest therein would otherwise arise under

applicable Legal Requirements. Tenant may remove all or any portion of the Solar Facility at any time and from time to time. Without limiting the generality of the foregoing, Landlord (i) hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the Collateral or any portion thereof and agrees not to distrain or levy upon any Collateral or assert any lien, right of distraint or other claim against the Collateral; and, (ii) shall take no action to impede or interfere with Tenant's Financing Party's remedies under a security interest in the Solar Facility.

12.2. Tenant's Financing Rights. Landlord hereby agrees that Tenant shall have the right, in its sole and absolute discretion, to hypothecate the Collateral as security for Tenant's obligations under any equipment lease or other financing arrangement related to the conduct of the Permitted Use.

12.3. Consent to Collateral Assignment. Landlord hereby consents to the sale of the Collateral (or any part thereof) to Tenant's Financing Party and/or the collateral assignment to Tenant's Financing Party of Tenant's right, title and interest in and to this Lease and/or the Collateral. In connection with the foregoing, Landlord agrees to execute and deliver within ten (10) business days all commercially reasonable lien waivers, consents, acknowledgements, subordination agreements and other instruments and documentation reasonably required by Tenant's Financing Party to be executed by Landlord in connection with any such sale, lease or financing arrangement

12.4. Tenant's Financing Party Rights: Notwithstanding any contrary term of this Lease:

(a) Tenant's Financing Party, as collateral assignee of this Lease, shall be entitled to exercise, in the place and stead of Tenant, any and all rights and remedies of Tenant under this Lease in accordance with the terms of this Lease. Tenant's Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Lease and the Solar Facility.

(b) Tenant's Financing Party shall have the right (exercisable in its sole and absolute discretion), but not the obligation, to pay all sums due under this Lease and to perform any other act, duty or obligation required of Tenant hereunder or cause to be cured any default of Tenant hereunder in the time and manner provided by the terms of this Lease.

(c) Upon the exercise of any remedies under a security interest in the Solar Facility, including any sale thereof, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Tenant to Tenant's Financing Party in lieu thereof, Tenant's Financing Party will give Landlord notice of the transfer or assignment of this Lease. Any such exercise of remedies or failure to give Landlord notice will not constitute a default under this Lease.

(d) Upon any rejection or other termination of this Lease pursuant to any process undertaken with respect to Tenant under the United States Bankruptcy Code, at the request of Tenant's Financing Party made within ninety (90) calendar days of such termination

or rejection, Landlord shall enter into a new agreement with Tenant's Financing Party having substantially the same terms and conditions as this Lease.

(e) Prior to a termination of the Lease, Tenant's Financing Party or its representatives or invitees or any receiver or other similar official (a "**Receiver**") appointed in respect of the Collateral may enter upon the Leased Premises with the same access rights provided under the Lease without any charge or interference by Landlord to inspect or remove any or all of the Collateral.

(f) Upon a termination of this Lease, Landlord will permit Tenant's Financing Party and its representatives and invitees and any Receiver to occupy and remain on the Leased Premises; provided, that (A) such period of occupation (the "**Disposition Period**") shall not exceed more than ninety (90) days following receipt by Tenant's Financing Party of a notice of default under this Lease or, if the Lease has expired by its own terms (absent a default thereunder), up to ninety (90) days following Tenant's Financing Party's receipt of written notice of such expiration; (B) for the actual period of occupancy by Tenant's Financing Party, Tenant's Financing Party will pay to Landlord rent in an amount equal to \$334.00 per day and shall provide and retain liability and property insurance coverage and utilities to the extent required by the Lease; and (C) such amounts paid by Tenant's Financing Party to Landlord shall exclude any rent adjustments, indemnity payments, or similar amounts for which Tenant remains liable under the Lease for default or other similar charges (if any).

(g) During any Disposition Period, (A) Tenant's Financing Party and its representatives and invitees and any Receiver may, with the same access rights granted to Tenant under the Lease, inspect, repossess, remove and otherwise deal with the Collateral, and Tenant's Financing Party may advertise and conduct public auctions or private sales of the Collateral at the Leased Premises, in each case without interference by Landlord or liability of Tenant's Financing Party or its representatives or invitees or any Receiver to Landlord; and (B) Tenant's Financing Party shall make the Leased Premises available for inspection by Landlord and prospective tenants and shall cooperate in Landlord's reasonable efforts to re-lease the Leased Premises. If Tenant's Financing Party conducts a public auction or private sale of the Collateral at the Leased Premises, Tenant's Financing Party shall use reasonable efforts to notify Landlord first and to hold such auction or sale in a manner which does not adversely affect Landlord's or any other tenant's use of the Leased Premises.

(h) If any order or injunction is issued or stay granted which prohibits Tenant's Financing Party from exercising any of its rights hereunder, then, at Tenant's Financing Party's option, the Disposition Period shall be stayed during the period of such prohibition and shall continue thereafter for the greater of (A) the number of days remaining in the Disposition Period or (B) ninety (90) days.

12.5. Notices of Default. Provided that Tenant has provided Landlord with Tenant's Financing Party's notice information in writing, Landlord will deliver to Tenant's Financing Party, concurrently with delivery thereof to Tenant, a copy of each notice of default given by Landlord under this Lease, inclusive of a reasonable description of the Tenant default. No such notice will be effective absent delivery to the Tenant Financing Party. Landlord will not

mutually agree with Tenant to terminate this Lease without the written consent of the Financing Party.

12.6. Right to Cure.

(a) Landlord shall not exercise any right to terminate this Lease unless Landlord has given Tenant's Financing Party notice of Landlord's intent to terminate this Lease concurrent with such notice to Tenant and in accordance with Section 16, specifying the reason for such action, and the condition giving rise to the right of termination that was not cured within the time period set forth in this Lease.

(b) If another Person acquires legal or equitable title to or control of Tenant's assets and cures all defaults under this Lease existing as of the date of such change in title or control in the manner required by this Lease, then Tenant shall not be in default under this Lease, and this Lease shall continue in full force and effect.

(c) Landlord acknowledges and agrees that Tenant may change Tenant's Financing Party at any time, in its sole discretion, and Landlord will abide by such new contact information and payment directions as instructed by Tenant, in writing.

13. Cooperation in Marketing

13.1. By Tenant. In no event shall Tenant be permitted to solicit tenants or other occupants of the Building. In the event Landlord receives complaints from particular tenants or occupants of the Building regarding Tenant's marketing of any of its services to tenants of the Property or Building, Landlord shall have the right, upon written notice to Tenant, to prevent Tenant from any further contact with such tenants or other occupants of the Building for such marketing purposes.

13.2. Communication/Publicity. No later than the Commercial Operation Date, Landlord and Tenant shall mutually agree on, and shall thereafter comply with, a communications plan governing all publicity related to Tenant's use of the Leased Premises, which at a minimum shall provide that: (a) each of Landlord and Tenant may publish or post factually accurate information regarding the Tenant's use of the Leased Premises; (b) any publicity tours or guest access to the Rooftop shall be subject to prior Landlord's approval (not to be unreasonably withheld, conditioned or delayed); and (c) Landlord and Tenant may take photographs or video of the Solar Facilities and its construction and operation and may use such photographs and video in their reasonable discretion to promote the Building or similar solar projects. Notwithstanding anything contained herein to the contrary, all disclosures of economic and financial terms of this Lease shall be subject to the confidentiality provisions of Section 20.

14. Hazardous Substances. Except for Hazardous Material contained in (i) products used by Tenant in de-minimis quantities for ordinary cleaning purposes, and (ii) the Solar Facilities, potentially including but not limited to cadmium or such other materials contained therein but in compliance with Environmental Requirements, Tenant shall not, during the Term, permit or cause any party to bring any Hazardous Material upon the Leased Premises without

Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Leased Premises in strict compliance with all Environmental Requirements and shall remediate, in accordance with any Environmental Requirements, any Hazardous Materials released on or from the Building by the Tenant Parties. The term “**Environmental Requirements**” means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Leased Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term “**Hazardous Materials**” means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, during the Term, Tenant is and shall be deemed to be the “operator” of the Solar Facility and the “owner” of all Hazardous Materials brought on the Leased Premises by Tenant, its agents, employees, or contractors, and the wastes, by-products, or residues generated, resulting, or produced therefrom. Landlord represents to Tenant that to the best of Landlord's current, actual knowledge that there has been no release of Hazardous Materials in reportable quantities on the Property. The phrase “current, actual knowledge of Landlord” shall mean and refer only to the current, actual knowledge of the officers of Landlord having direct, operational responsibility for the Property, with the express limitations and qualifications that the knowledge of any contractor or consultant shall not be imputed to Landlord, and none of such officers has made any special investigation or inquiry, and none of such officers has any duty or obligation of diligent investigation or inquiry, or any other duty or obligation, to acquire or to attempt to acquire information beyond or in addition to the current, actual knowledge of such persons.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual reasonable outside attorneys' fees, consultant fees or expert fees) which are brought or recoverable against, or suffered or incurred by Landlord to the extent of any release of Hazardous Materials for which Tenant is obligated to remediate as provided in the first paragraph of this Section 14 or any other breach of the requirements under this Section 14 by the Tenant Parties, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Section 14 shall survive any termination of this Lease.

15. Condemnation/Right to Terminate. If the whole or any part of the Leased Premises, Building, or the Property (including the parking areas) shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Leased Premises, Building or Property, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, or if such grant or taking

has a material adverse impact on Tenant's reasonable ability to use the Leased Premises for the Permitted Use, as reasonably determined by Tenant, should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a “**Taking**” or “**Taken**”), and the Taking would prevent or materially interfere with Tenant's Permitted Use of the Leased Premises (preventing or material interference with Tenant’s Permitted Use being defined as rendering more than ten percent (10%) of the Leased Premises unusable for the Solar Facilities) or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Property (material interference with, or impairment to the ownership or operation of the Property being defined as (a) reconfiguration or restoration will cost in excess of twenty-five percent (25%) of the current replacement cost of the Building, (b) Landlord’s lender will not permit any taking award to be used to restore or reconfigure the Building or (c) twenty-five percent (25%) of the Building is untenable or (d) the taking would render Building Systems inoperable and such Building Systems not be repaired within 180 days of such taking), then upon written notice by Landlord or Tenant (as applicable) to the other party this Lease shall terminate, and Rent shall be apportioned as of the date the Taking became effective. Landlord shall be entitled to receive the award or payment in connection therewith; provided, however Tenant shall have the right to interpose and prosecute in any condemnation proceedings claims for the value of the Solar Facility and all other improvements installed in or made to the Leased Premises by Tenant, Tenant’s costs of moving, and Tenant’s loss of business by reason of such Taking.

16. Damage and Destruction. In the event the Building is materially damaged as a result of a casualty event, and Landlord or any tenant of the Building (not including Tenant) shall have a right to terminate any lease for the Building and Landlord or such tenants actually elect to terminate all said leases, then Landlord shall have the right to terminate this Lease, effective as of the date of such termination, upon delivery of ninety (90) days’ prior written notice to Tenant. If Landlord does not terminate this Lease, Landlord shall repair and restore the Building with reasonable promptness provided Landlord has received sufficient insurance proceeds to pay for such repairs and restoration. In the event of a termination of the Lease, Landlord and Tenant will also reasonably cooperate to attempt to find an alternative location for the Solar Facilities and Equipment that is suitable for Tenant's purposes as determined by Tenant in its reasonable discretion, either on the Property or on other property owned or controlled by Landlord or an affiliate of Landlord, but Landlord makes no representation and does not provide any assurance that any such alternative location can be found or will be available and Landlord shall have no obligation to provide Tenant with such alternative location. Landlord and Tenant agree that the inability to locate or agree on an alternative location will not affect the parties' other rights and obligations under this Lease, if any, that survived termination of this Lease.

17. Miscellaneous.

17.1. Transfer of Landlord’s Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Property and Building and in this Lease without Tenant's consent, and Tenant agrees that in the event of any such transfer and written notice thereof to Tenant, Landlord shall be released from all remaining liability under this Lease provided that such transferee of Landlord assumes all of Landlord’s obligations and covenants under this Lease, in writing, as of the date of such assignment or transfer, in which case Tenant

agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer. Landlord agrees that in the event Landlord transfers ownership of the Building Landlord shall assign its rights and obligations hereunder to such acquirer of the Building.

17.2. Limitation of Landlord's Liability. Landlord shall be liable only for breaches of Landlord's obligations occurring while Landlord is owner of the fee of which the Property are a part (provided, however, that if Landlord shall ever sell and lease-back such fee, or the ground thereof or the improvements thereon, then "fee" shall, in such event, be deemed to mean Landlord's leasehold interest). Tenant (and all persons claiming by, through or under Tenant) agrees to look solely to Landlord's interest from time to time in the Property (including the uncollected rents, issues, profits, and proceeds thereof, subject to the superior rights of mortgagees therein) for satisfaction of any claim or recovery of any judgment from Landlord; it being agreed that neither Landlord nor Landlord Parties shall ever be personally or individually liable for any claim or judgment, or otherwise, to Tenant (or such persons). Except as expressly set forth herein, neither party shall be liable to the other party for indirect or consequential damages.

17.3. Brokers. Except as otherwise provided in Section 3.4, each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all Claims with respect to any commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any broker or agent. The terms of this Section shall survive the expiration or earlier termination of the Term of this Lease.

17.4. Notice from One Party to the Other. All notices, consents, approvals and the like shall be in writing and shall be delivered in hand by any courier service providing receipts, by a nationally recognized overnight courier providing receipts, or mailed by certified mail addressed to Landlord or Tenant as set forth below. Notices may be given by electronic mail, provided that written notice using one of the other approved methods set forth herein follows within one (1) business day thereafter. If requested, Tenant shall deliver copies of all notices in like manner to Landlord's mortgagees and other persons having a relationship to the Property at such address as designated from time to time by Landlord or such mortgagee. Any notice so addressed shall be deemed duly given on the second business day following the day of mailing if so mailed by registered or certified mail, return receipt requested, whether or not accepted, or if by hand or by overnight courier upon actual receipt by any person reasonably appearing to be an agent or employee working in the executive offices of the addressee.

If to Tenant:

c/o Dimension Renewable Energy
3280 Peachtree Road, 7th Floor
Atlanta, GA 30305
Attn: Robert Hatton, VP of Real Estate
Email: rhatton@dimension-energy.com

With a copy to:

Perspective Law Group, P.C.
1100 Glendon Ave., Suite 1850
Los Angeles, CA 90024
Attn: Jason R. Morgan
Email: jason@perspectivelg.com

If to Landlord:

c/o Bentall Kennedy (U.S.) Limited Partnership
One Federal Street, 25th Floor
Boston, Massachusetts 02110
Attention: Mr. Matt Sargent
Email: msargent@bentallkenedy.com

with a copy to:

Sherin and Lodgen LLP
101 Federal Street
Boston, Massachusetts 02110
Attn: Douglas M. Henry, Esquire
Email: dmhenry@sherin.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with Section 17.4 of this Lease. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

17.5. Governing Law. This Lease shall be governed by and construed under the laws of the state in which the Building is located.

17.6. Attorneys' Fees. In any action to enforce the terms of this Lease, including any suit by Landlord for the recovery of the Rent or other rents or sums payable by Tenant under this Lease, or possession of the Leased Premises, the non-prevailing party shall pay the prevailing party a reasonable sum for outside attorneys' fees in such suit, including on appeal.

17.7. Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

17.8. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

17.9. Memorandum of Lease. Tenant shall have the right, at Tenant's sole cost and expense, to record a Memorandum of Lease in the form attached hereto as **Schedule "D"**, and Landlord agrees that upon Tenant's request, Landlord shall properly execute and notarize such Memorandum of Lease. Contemporaneous with the execution of the Memorandum of Lease, Tenant shall execute and deliver to Landlord a Termination of Memorandum of Lease in the form attached hereto as **Schedule "E"**. Landlord is authorized to record such Termination of Memorandum of Lease upon the expiration of this Lease (subject to any options in favor of Tenant to extend or renew the Term) or upon the earlier termination of this Lease (subject to applicable notice and cure rights in favor of Tenant), except if such termination is due to Landlord's default hereunder. Notwithstanding anything to the contrary contained herein, in the event Landlord records the Termination of Memorandum of Lease prior to the expiration or earlier termination of this Lease, it shall be an Event of Default for which Tenant's damages shall not be limited or capped as otherwise set forth herein.

17.10. Entry by Landlord. Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an Emergency) to enter the Leased Premises to (i) inspect them; or (ii) to make structural alterations, repairs or improvements to the Building Structure or the Building's Systems and equipment. Notwithstanding anything to the contrary contained herein, in no event shall any such entry unreasonably interfere with Tenant's use of or occupancy of the Leased Premises.

17.11. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Leased Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

17.12. Ownership of Environmental Attributes. Landlord acknowledges that Tenant or its affiliate or transferee is the exclusive owner of the Environmental Attributes and Environmental Incentives of and arising from the Solar Facilities. "**Environmental Attributes**" means the non-energy environmental and/or social characteristics, credits, benefits, reductions, offsets, and/or allowances, howsoever entitled, attributable to the Solar Facilities, including without limitation carbon trading credits, renewable credits, green tags, Green-e products, accelerated depreciation, tax incentives or benefits, any avoided emissions of substances to air, soil, or water, such as nitrous oxide (NO_x), carbon monoxide (CO), mercury (Hg), carbon dioxide (CO₂), methane (CH₄), or other greenhouse gases (GHGs) designated by the United Nations Intergovernmental Panel on Climate Change, and any other pollutant that is now or may be in the future regulated and tradable, whether or not such legislation, regulation or trading program is ever implemented. Environmental Attributes do not include any energy, capacity,

reliability or other power attributes associated with the generation of electricity, or any liabilities associated with such generation, and do not include any tax credits, incentives or rebates which may accrue as a result of implementing the Solar Facilities. “**Environmental Incentives**” means: (i) federal, state or local tax credits; (ii) grants or subsidies in support of renewable energy; (iii) emission reduction credits used for compliance with applicable laws or permits; and (iv) all other rebates, benefits, reductions, tax credits, offsets, deductions, allowances or entitlements of any kind resulting from the Environmental Attributes or the installation and operation of the Solar Facilities.

17.13. Captions; Interpretation. The captions, section numbers, Article numbers and index appearing in this Lease in no way define, limit, construe or describe the scope or intent of such sections or Articles of this Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of this Lease by Landlord or Tenant (including, without limitation, construing any language against the party which drafted same).

17.14. Force Majeure. The period of time during which Landlord or Tenant is prevented or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or inability or difficulty to obtain materials, or other causes beyond Landlord or Tenant’s control, shall be added to Landlord or Tenant’s time for performance thereof, and Landlord or Tenant shall have no liability by reason thereof, as applicable.

18. Representations and Warranties of Landlord. Landlord represents and warrants to Tenant as follows:

18.1. No Other Agreements. Other than the Reserve Areas, Landlord has not leased or granted any other rights to the Leased Premises.

18.2. Full Power and Authority. Landlord has lawful title to and is the fee owner of the Property, Building and Leased Premises and has the full power and authority to enter into this Lease.

19. Tenant’s Representations and Warranties. Tenant represents to Landlord that Tenant has full power and authority to enter into this Lease in accordance with its terms, and that this Lease is a valid and binding obligation of Tenant, enforceable against Tenant pursuant to its terms, and the execution of this Lease shall not constitute a breach or default of any other agreement to which Tenant or its Affiliate is a party.

20. Confidentiality. Landlord and Tenant shall maintain in the strictest confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease, unless such information (i) is in the public domain by reason of prior publication through no act or omission of the disclosing party; (ii) was already known to the

disclosing party at the time of disclosure and which the disclosing party is free to use or disclose without breach of any obligation to any person or entity; or (iii) as required by a regulatory authority in connection with any regulatory proceedings governing Tenant or Landlord. Notwithstanding the foregoing, the parties hereto may disclose such information to such party's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of such party regarding this Lease; any prospective purchaser of the Building who has made a written offer to purchase or otherwise acquire the Building that Landlord desires to accept; any potential assignee of Tenant's interest in the Leased Premises, or pursuant to lawful process, subpoena or court order requiring such disclosure, provided in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by the non-disclosing party. The provisions of this Section 20 shall survive the termination or expiration of this Lease for a period of one (1) year.

21. Schedules. The Schedules to this Lease are as follows:

Exhibit A	Legal Description
Schedule A	Rooftop, Parking Lot Area & Reserve Areas
Schedule A-1	Specifications of the Solar Facilities
Schedule A-2	Description of the Ground License Area
Schedule A-3	Description of the Cable License Area
Schedule A-4	Construction License Area
Schedule A-5	Ladder License
Schedule B	Commencement Date Certificate
Schedule C	Approved Plans and Specifications
Schedule D	Form of Memorandum of Lease
Schedule E	Form of Notice of Termination
Schedule F	Decommissioning Account
Schedule G	Maximum Landlord Tax Credit Exposure

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.


LANDLORD

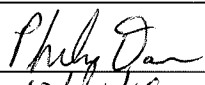
MEPT 1150 COMMERCE AVENUE LLC, a
Delaware limited liability company

By: MEPT Edgemoor REIT LLC,
a Delaware limited liability company,
its Manager

By: Bentall Kennedy (U.S.) Limited Partnership,
its Authorized Signatory

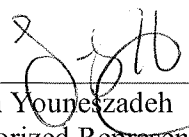
By: Bentall Kennedy (U.S.) G.P. LLC,
a Washington limited liability company
its General Partner

By: 
Name: Matt Sargent
Title: Vice President

By: 
Name: 12/11/18
Title: VP

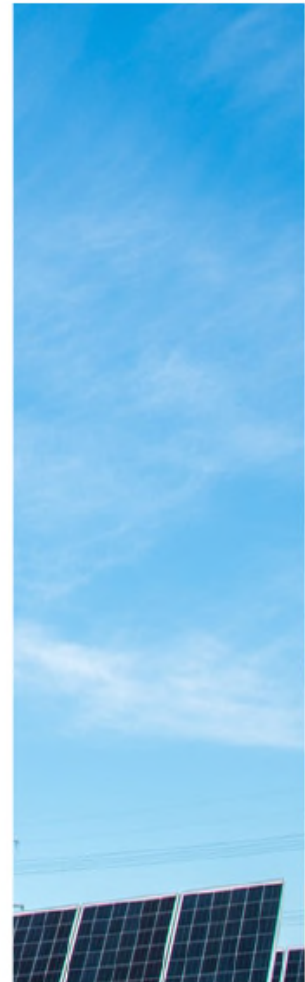
TENANT

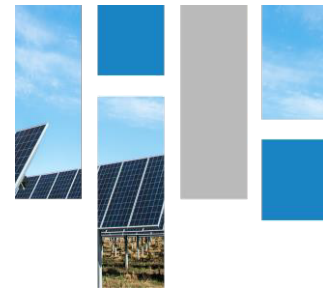
DIMENSION NJ 1 LLC, a
Delaware limited liability company

By: 
Name: Sam Youneszadeh
Title: Authorized Representative

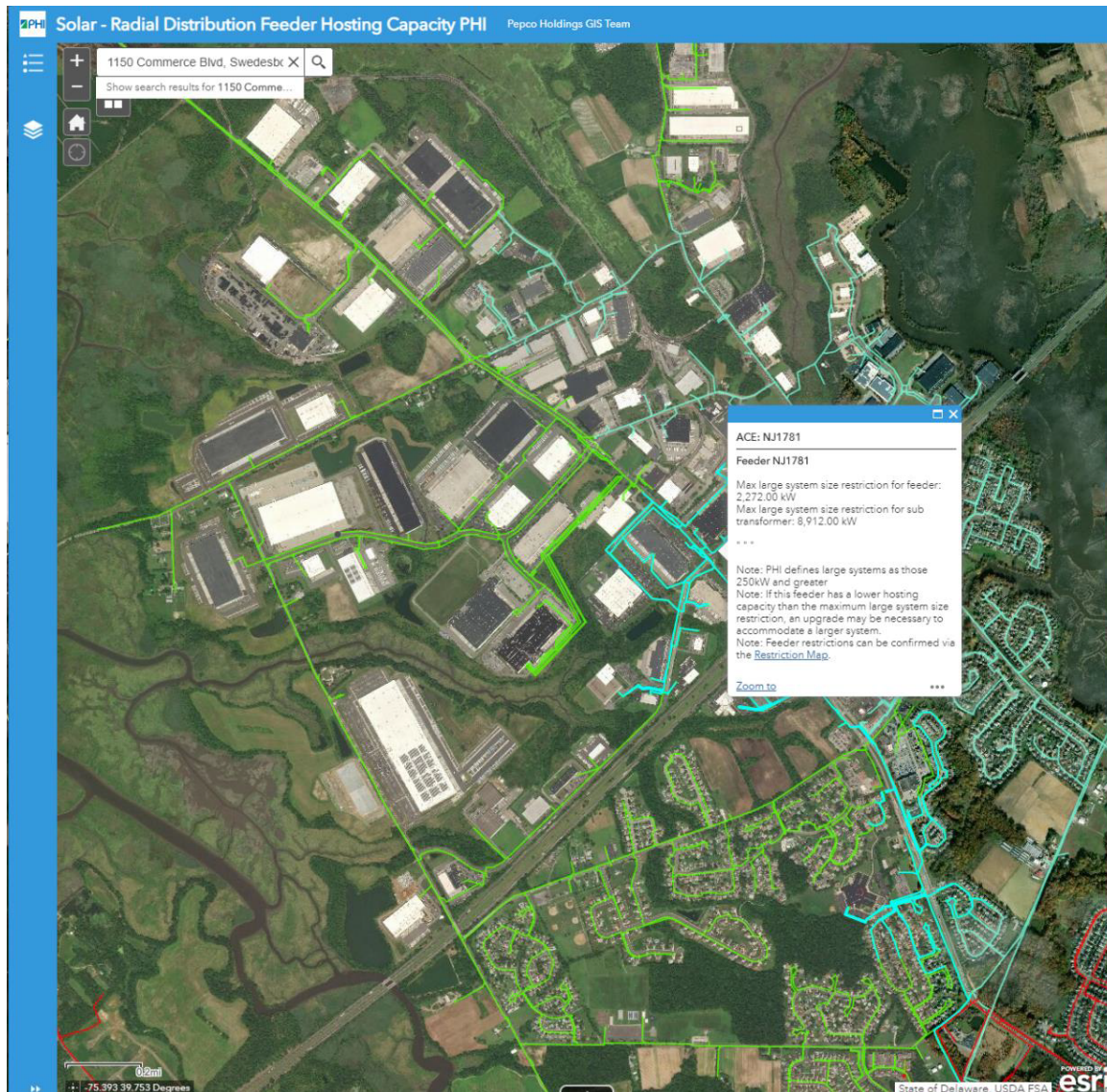


2.d - Hosting Capacity Map



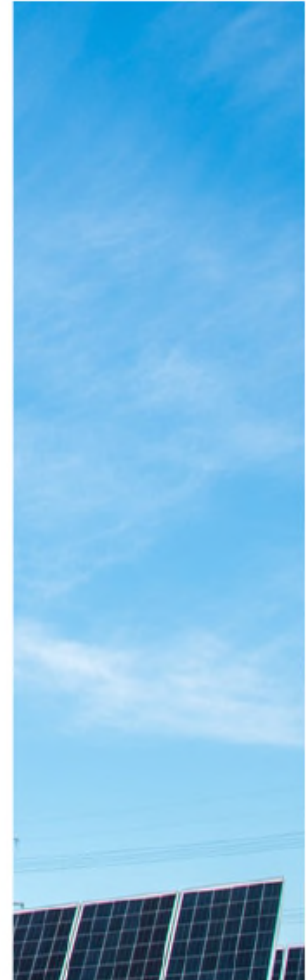
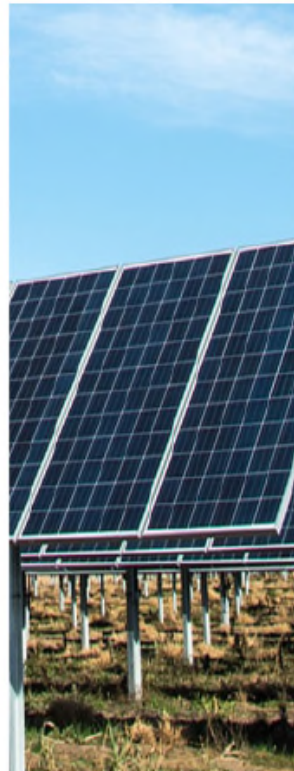


Hosting Capacity Map – The screenshot of the hosting capacity map below shows an available capacity of 2,272 kW AC at circuit NJ1781, the circuit has sufficient capacity to support our proposed system size. This circuit is in the vicinity of the project location, approximately 1 mile away.





2.e - Project Cost Estimates





Project Cost Substantiating Evidence

Net Installed Cost (\$): \$5,190,000 - \$5,490,000

PROJECT: COMMERCE

SYSTEM SIZE AC	2.00
SYSTEM SIZE DC	3.00
PROJECT COST (AVERAGE)	\$5,340,000
PROJECT COST (MIN)	\$5,190,000
PROJECT COST (MAX)	\$5,490,000
PROJECT COST \$/W	1.78
ANNUAL OPERATING EXPENSE	\$102000
ANNUAL OPERATING EXPENSE \$/KWH	\$0.026
LCOE (C/KWH)	16.4
CUSTOMER ACQUISITION COST (\$/W)	\$0.11
CHURN	10

Net Installed Cost (\$/W): \$1.73 - \$1.83

Net installed cost is based off NREL's [Solar Photovoltaic System Cost Benchmark: Q1 2018](#). The following pricing assumptions were provided by NREL. The NREL documentation also showed that the NJ market was 4% more costly than the US average, bringing the NJ Average to \$1.78 per Watt. Rooftops are estimated to cost an additional \$0.10 per watt to develop than the NREL average. While developing our portfolio Dimension found that NREL's Permitting, Interconnection, and Inspections estimates were significantly lower than the cost we have seen. In order for our net installed cost to still be competitive Dimension reduced soft costs within Developer Overhead to \$0.16/W.

USD PER WATT

MODULE	\$0.47
INVERTER	\$0.08
STRUCTURAL BOS	\$0.12
ELECTRICAL BOS	\$0.12
INSTALL LABOR/EQUIPMENT	\$0.12
EPC OVERHEAD	\$0.16
PII	\$0.18
SALES TAX	\$0.05
DEVELOPER OVERHEAD	\$0.16
CONTINGENCY	\$0.04
CUSTOMER ACQUISITION	\$0.11
TOTAL	\$1.61
NJ PRICE INCREASE (4%)	\$1.68
ROOFTOP PRICE INCREASE	\$1.78



Initial Customer Acquisition (\$/W): \$0.10 - \$0.12

Arcadia has provided the following market estimates to our organization. It was noted that LMI customer's can be 25-33% more expensive to get initial subscriptions.

Annual Customer Churn rate (%): 10%

Arcadia has identified that around 10% of their customers unsubscribe annually. US Census mentions that 10-15% of the population moves annually. Anecdotally Arcadia states that a majority of their base that unsubscribes, do so changing their location which aligns with US Census data.

Annual Operating Expenses (c/kWh): 2.6

DRE's annual operational costs consist of Operation Management, Subscriber Management, Lease, and Property Tax.

ANNUAL OPERATING EXPENSE BREAKDOWN (\$/KW)

O&M + AM	\$12
SUBSCRIBER MANAGEMENT	\$10
LEASE	\$12
PROPERTY TAX	\$0
TOTAL	\$34

SYSTEM SIZE DC	3.00
ANNUAL PRODUCTION (KWH)	3921000
ANNUAL OPERATING EXPENSE (\$)	\$102000
ANNUAL OPERATING EXPENSE (\$/KW)	\$34
ANNUAL OPERATING EXPENSE (C/KWH)	2.6

LCOE (c/kWh): 16.4

LCOE calculation come directly from the [NREL levelized cost calculator](#). Inputs required for the LCOE are listed below along with the LCOE determined by the calculator.

SIZE KWDC	3000
YEARS	20
DISCOUNT RATE	8%
CAPITAL COST \$/KW	\$1,780
CAPACITY FACTOR	15%
FIXED O&M COST	\$34
O&M + AM	\$12
SUBSCRIBER MANAGEMENT	\$10
LEASE	\$12
PROPERTY TAX	\$0
VARIABLE O&M	\$0
HEAT RATE	\$0



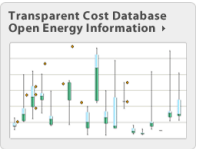
FUEL COST	\$0
LCOE	\$0.164



» Energy Analysis » Levelized Cost of Energy Calculator

Levelized Cost of Energy Calculator

The levelized cost of energy (LCOE) calculator provides a simple calculator for both utility-scale and distributed generation (DG) renewable energy technologies that compares the combination of capital costs, operations and maintenance (O&M), performance, and fuel costs.



Note that this does not include financing issues, discount issues, future replacement, or degradation costs. Each of these would need to be included for a thorough analysis.

To estimate simple cost of energy, use the slider controls or enter values directly to adjust the values. The calculator will return the LCOE expressed in cents per kilowatt-hour (kWh).

The U.S. Department of Energy (DOE) [Federal Energy Management Program](#) (FEMP) sponsored the distributed generation data used within this calculator.

If you are seeking utility-scale technology cost and performance estimates, please visit the [Transparent Cost Database](#) website for NREL's information regarding vehicles, biofuels, and electricity generation.

Capital Cost (February 2016 Update)	Operations & Maintenance (February 2016 Update)	Utility-Scale Capacity Factors	Useful Life	Land Use by System Technology	LCOE Calculator
---	---	--	-----------------------------	---	-----------------

Simple Levelized Cost of Energy Calculator

Financial

Periods (Years): 20 ?

Discount Rate (%): 8 ?

Renewable Energy System Cost and Performance

Capital Cost (\$/kW): 1780 ?

Capacity Factor (%): 15% ?

Fixed O&M Cost (\$/kW-yr): 34 ?

Variable O&M Cost (\$/kWh): 0 ?

Heat Rate (Btu/kWh): 0 ?

Fuel Cost (\$/MMBtu): 0 ?

Today's Utility Electricity Cost

Electricity Price (cents/kWh): 12 ?

Cost Escalation Rate (%): 3.0 ?

Results

Levelized Cost of Utility Electricity (cents/kWh): 15.4 ?

Simple Levelized Cost of Renewable Energy (cents/kWh): 16.4 ?

How are these numbers calculated? See [documentation](#)

The National Renewable Energy Laboratory is a national laboratory of the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy, operated by the Alliance for Sustainable Energy, LLC.

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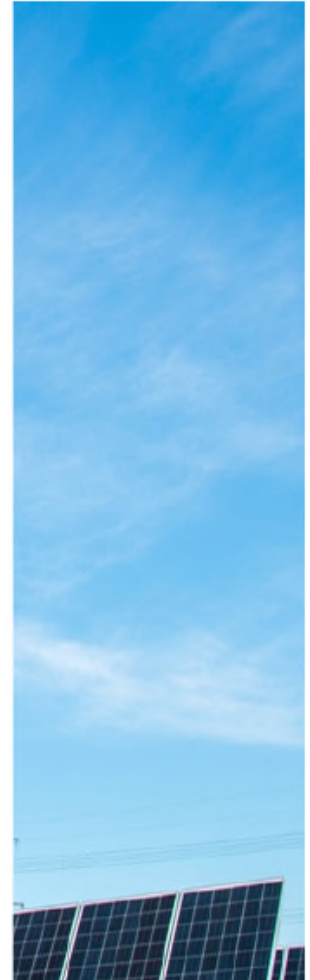
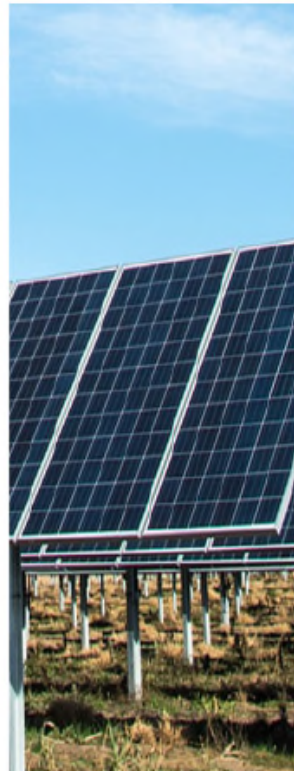
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Appendix





a.1 - Community Engagement





Community Engagement

Dimension Renewable Energy's development process centers on effective community engagement. Dimension collaborated with local organizations, educational organizations and governments to understand their community's interests and ensure the facility will be consistent with local planning objectives.

New Jersey has shown tremendous leadership by reserving capacity for low- and moderate-income (LMI) customers. In response, Dimension has put special focus and made significant investments to meet this important goal. In efforts ranging from consumer-friendly product design and our choice of financing partners to our boots-on-the-ground meetings with affordable housing agencies and community organizations, Dimension is fully committed to serving every part of the New Jersey community.

Product Development and Project Financing to Ensure Community Participation

Dimension believes that every member of a community should have access to a community solar project, and we have designed our program to put that belief into action. In other state programs, LMI customers have been treated as a burden on project development. Financiers, focused on customer credit and high FICO scores, have assumed LMI subscribers bring no value to a project. Worse, some regulators, concerned about gaming, have raised documentation barriers.

Dimension embraced New Jersey's LMI participation goals by designing simple subscription agreements without onerous terms, upfront payments, or cancellation penalties. Most importantly, we have designed our agreements to ensure subscribers see real savings and are never 'out-of-pocket' because the payments remitted to the solar project are always less than the bill credit.

This customer-friendly focus was difficult to implement when it came to project finance. Typically, financiers treat LMI customers as 'lost revenue' or severely discount the portion of project revenue derived from LMI subscribers. Dimension's project finance team worked relentlessly to identify and obtain financing commitments from a strong financial partner who shares Dimension's commitment to the democratization of solar.

Schools Power

The Dimension team has worked closely with school districts across the United States for more than a decade and we are committed to supporting energy education. Based on previous, successful collaborations, Dimension reached out to Schools Power, a firm already working with dozens of schools, to provide up-to-date solar and energy curriculum to school districts near our projects. Dimension has entered an agreement with Schools Power to provide STEM resources focused on solar and renewable energy at no cost for the participating school districts in which our proposed Solar Facilities are selected. The Schools Power curriculum overview and letter of partnership are attached.





Job Training, Apprenticeships and Local Hiring

Dimension Renewable Energy's projects will be built by local chapters of the IBEW. Locals 102 and 351 recruit apprentices locally and provide in-depth training for their members. In addition to their own high-quality training programs, these locals also participate in community outreach efforts such as Helmets to Hardhats², a program designed to facilitate military personnel re-entry into the workforce, and Youth Transitions to Work³, a program that provides opportunities and incentives for high school juniors and seniors and facilitates effective transitions to high-skill, high-wage employment in apprenticeship occupations.

Some of the key training areas for IBEW apprentices in these Locals includes:

- 5-year apprenticeship program where training in solar installation is major component
- Minimum of 900 hours of classroom instruction and 8,000 hours of OJT
- Mandatory OSHA 30 safety training
- All apprentices are certified in MEWP (mobile elevated work platforms / lifts) and also receive training as a Lull Operator
- All apprentices receive training in First Aid and CPR
- All apprentices attend training on workplace diversity and the prevention of workplace harassment
- Continuing Education is encouraged and reinforced by a Tuition Reimbursement Program – up to 75% of tuition costs

LMI Engagement with Affordable Housing Authorities and Property Managers

Dimension Renewable Energy is committed to engaging local Housing Authorities and the communities which they serve. Since the announcement of the BPU program Dimension has contacted more than 60 organizations involved in managing affordable housing. Senior members of our team have met in person with public affordable housing agencies, private affordable housing property managers, and religious organizations that provide housing assistance. Dimension's early and deep engagement with affordable housing providers enabled us to raise important issues that affect the whole Pilot Program, ranging from master-metered building bill credits, the effects of bill credits on utility allowances and documentation for income verification. Dimension is confident that we have a product offering that appeals to low- and moderate-income customers and works for affordable housing providers.

Listed below are community stakeholders that we contacted within the Commerce Solar project's utility region.

- Atlantic City Housing Authority
- Bridgeton Housing Authority
- Burlington County Department of Community Development
- Burlington Housing Authority
- Gloucester County Housing Authority
- Housing Authority of Cape May
- Millville Housing Authority

² See <http://www.njbctc.org/nj-h2h/> for a program description.

³ https://careerconnections.nj.gov/careerconnections/plan/foryou/youth/youth_transitions_to_work.shtml



- New Jersey Affordable Housing Management Association
- NJ Community Capital / CAPC Property Management
- Pleasantville Housing Authority
- The Michael Organization
- Vineland Housing Authority

Direct Community Engagement

Dimension began meeting directly with county executives, legislators, community organizations and housing authority executive directors early in 2019.

April Meetings

- **Phillipsburg Housing Authority.** We met with the Executive Director, Paul Rummerfield, and PHA leadership team. PHA's buildings are older and master-metered and we discussed how bill credits would be applied to their commercial-tariff meters. PHA is very interested in reducing energy costs and using the funds for energy efficiency investments.
- **Lutheran Social Ministries of New Jersey.** Meeting with Gary Jacques, Operations Chief. LSMNJ operates housing units across the state. Energy efficiency and reduced energy costs are high priorities.
- **City of Trenton, Office of the Mayor.** We introduced the community solar program and implementation guidelines. Mayor Guciora directed us to work directly with the Trenton Housing Authority to introduce the program and obtain a letter of support. Many of the City's affordable housing properties are master-metered; there are many on-going energy efficiency and energy education projects that need funding.

May Meetings

- **Mercer County Chief of Staff, and other County Executives.** County officials were very interested to hear of the program for the first time and offered suggestions on Trenton neighborhood organizations to contact.

June Meetings

- **2019 New Jersey Sustainability Summit.** Recognizing that community solar is a relatively new concept in New Jersey, Dimension was pleased to have the opportunity to sponsor Sustainable Jersey's Annual Summit and attend as an exhibitor. Estimated attendance was over 500 participants this year. During the summit we engaged with Green Team members from more than 14 Municipal Green Team organizations from every part of New Jersey, as well as school district representatives⁴. We heard many suggestions ranging from ideas on how to incorporate solar education curriculum to the need for pollination support at community solar facilities developed on agricultural lands.
- **East Trenton Collaborative.** Following up on suggestions from Mercer County executives and Mayor Guciora, we met with Elena Saucedo-Peebles, Executive Director. ETC is a local organization focused on

⁴ Our team engaged with community members from Marlboro, Howell, Edison, Neptune City, Stafford, Ringwood, Fair Lawn, Holmdel, Galloway, Gloucester City, High Bridge, Roosevelt, Oakland, and Island Heights.



specific area of Trenton very much in need of support and revitalization. ETC supports the community several ways, including after-school programs for kids and micro-grants for home improvements. ETC asked us to put a special focus on job training and community outreach.

- **Assemblyman Herb Conaway, M.D.** Dr. Conaway represents District 7 in Burlington County where several of Dimension's projects are located and he was a sponsor of the Energy Bill that created the Community Solar Energy Pilot Program. We reviewed progress on the Community Solar Pilot Program and Dr. Conaway asked us to reach out to several organizations in Burlington County.
- **New Jersey Affordable Housing Management Association (JAHMA).** Met with Executive Director Monica Pauro and introduced the community solar program. Ms. Pauro, in turn, introduced the program to her board of directors. JAHMA members operate thousands of affordable housing units across New Jersey and they have a mix of individually metered as well as master-metered properties.
- **Community Investment Strategies.** CIS is a woman-owned business operating more than 30 affordable communities and serving 3,000 families across New Jersey. The Executive Director and President each shared insights into the challenges of serving low-income communities. Dimension and CIS are negotiating a services agreement.

July Meetings

- **New Jersey Community Capital.** Met with Jess Seaman, Policy Specialist. Introduced the Community Solar Energy Pilot and received her input on job training and LMI benefits. Community Capital works in more than 20 communities across New Jersey.
- **Jersey City Housing Authority.** Met with Assemblyman Raj Mukerji, Chairman of the JCHA. Introduced the Community Solar Energy Pilot program, discussed savings for low-income subscribers and how Dimension was worked through implementation challenges. Given the cost of land in the Jersey City area and its constrained geography, Jersey City residents will be subscribing to nearby rooftop projects as well as ground mounted projects located in adjacent counties with more open space.

August Meetings

- **Burlington City Mayor's Office.** Dimension introduced Community Solar program and discussed our proposed projects in Burlington County. Mayor Conaway shared his thoughts on the need for local recruiting and job creation. Dimension has made a commitment to hire local, union labor.
- **Members of the Burlington City Council.** Dimension introduced the Community Solar program and our proposed projects in Burlington County. Council members shared their experiences with affordable housing and requested a geographic preference for City and County residents. Dimension agreed to provide geographic preference as well as the Schools Power solar school curriculum program.
- **Pemberton Township Mayor's Office.** We enjoyed a highly engaged discussion on the merits of additional solar development in the Township. Pemberton already hosts several large solar arrays and much of the township has a historic site designation or is preserved agricultural land. The township is grappling with physical limitations on growth and we had an opportunity to discuss the direct community benefits of community solar compared to existing, grid-connected projects.





- **New Brunswick Housing Authority.** In a meeting with the Executive Director, Dimension introduced the Community Solar program and benefits for low-income subscribers. The Authority administers a large portfolio of affordable housing projects, several of which are master-metered, as well as a large housing choice voucher program. Reducing energy costs and finding ways to improve efficient use of energy are very high priorities.
- **Montclair State University.** Dimension attended Montclair State University Green Team Presentations on August 8, 2019, thanks to a thoughtful invitation from one of our contacts at the Sustainable Jersey Annual Summit. Montclair State University partners with different companies to address sustainability problems. We look forward to continuing our participation in this program both as enrichment for our team, many of whom have graduate degrees in sustainability-related fields, and to support Montclair State University's important efforts.



1970 BRUNSWICK AVENUE
SUITE 100
LAWRENCEVILLE, NJ 08648

September 4, 2019

Ms. Aida Camacho-Welch, Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue 3rd Floor, Suite 314 CN 350
Trenton, New Jersey 08625

Re: Developing a Partnership Agreement for Low- and Moderate-Income Families

Dear Ms. Camacho-Welch:

For more than 25 years, Community Investment Strategies (CIS) has changed the face of affordable housing in New Jersey. A woman-owned, award-winning business, we have built and redeveloped more than 3,500 units throughout the state, bringing high quality housing options to low and moderate-income (LMI) families.

CIS specializes in developing, building, and managing communities that reflect each neighborhood's vision, needs, and character. Since 1994, CIS has been a leading developer of multi-family housing, including 55+, senior housing, and mixed-use redevelopments, and affordable housing. We want our residents to be proud of their homes, so we focus on building communities that feature leading-edge building practices and energy-efficient systems. Our communities are designed to exceed area building regulations so our residents can enjoy living in safe, comfortable, attractive spaces. In addition to attractive, energy efficient housing, we provide every resident ongoing training on how to use energy more efficiently in their lives, from washing clothes and dishes to heating and cooling their homes.

Our organization is in active negotiations with Dimension Renewable Energy (DRE) to develop an exclusive agreement to provide community solar benefits to our more than 3,500 tenants located in nearly every county in the State of New Jersey. The LMI community faces unique challenges and burdens ranging from lack of banking accounts to language barriers and literacy issues. Recognizing the special needs of our communities, our intention is to develop a partnership agreement with DRE that will accommodate the needs of our communities and manage DRE's low- and moderate-income subscriber requirements.

As we build new communities and expand our existing communities, we are pleased to be working with DRE's forward-thinking management team and their proven track record of successfully developing community solar projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christiana Foglio', with a long, sweeping horizontal line extending to the right.

Christiana Foglio
Chief Executive Officer
Community Investment Strategies, Inc.
1970 Brunswick Avenue, Suite 100
Lawrenceville, NJ 08648
<https://www.communityinvestmentstrategies.com/>



Schools Power

Dimension has partnered with Schools Power to bring solar curriculum to schools in our community. Please review the letter of support, curriculum overview, and curriculum implementation resources below.





August 29, 2019

Ms. Aida Camacho-Welch
Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue 3rd Floor, Suite 314 CN 350
Trenton, New Jersey 08625

Re: Schools Power and Dimension Renewable Energy Agreement

Dear Ms. Camacho-Welch:

Schools Power is the premier provider of renewable energy curriculum and professional development that aligns with the STEM initiative. Founded in 2011, Schools Power provides K-12 educators across the United States with an easy way to add innovative lesson components that are project-based, Common Core and Next Generation Science Standards-based, and easily fit into existing Math, Science and Technology curricula.

Our lessons combine interactive learning materials, rich media, and instructional simulations with intra- and inter-school learning activities designed for collaborative learning environments. All our materials use current, school-based technology. They address Common Core Math and Language Arts Standards and the Next Generation Science Standards by providing students opportunities to apply their STEM knowledge in small group projects that will inspire them to think independently about how they can conserve the earth's resources.

You can find more information about Schools Power and a sample of school districts we serve here:
<http://schoolspower.com/overview.html>

Schools Power and Dimension Renewable Energy (Dimension) are in the final stages of negotiating a Master Services Agreement for Schools Power to serve selected schools near Dimension's Community Solar projects. We expect this agreement to be signed in early September and we will be ready to implement the program as soon as Dimension has been awarded projects and designated the participating schools.

In the meantime, we welcome any questions and will look forward to the prospect of serving your students in New Jersey.

Sincerely,

Elliott

Elliott Josi
CEO and Founder
408.981.1600
elliott@schoolspower.com
www.schoolspower.com

Curriculum Implementation Process

Overview

Schools Power supports the school solar energy curriculum implementation of with a three-step adoption process that combines effective program orientation at the district level and practical teacher training at the school classroom level.

The process recognizes the benefits of holding three separate cloud-based presentation/ discussion meetings for three different audiences:

- District-level program coordinator/curriculum superintendent
- Participating school principals, and
- Participating school teachers.

Each session will focus on the specific need-to-know subjects of the participant group.

What is involved?

Three sessions are held for each of the three different audiences prior to use of the curriculum in participating school classrooms. Each is a 45-60-minute online session.

The presentation/ discussion meetings take place using the Zoom.com platform at a scheduled time. The district program coordinator works with Schools Power to schedule each of the sessions to best fit into existing school district calendars. For example, the session involving participating school principals can occur during one of the periodic meetings already scheduled for district principals.

Schools Power moderates the sessions that consist of an overview/ orientation PowerPoint followed by audience question/answer discussion. Teacher training sessions are recorded and then distributed to coordinator for online viewing on-demand.

How does it work?

The first step of this process involves the district designating a program coordinator to facilitate the curriculum implementation among school district stakeholders. Dimension Renewable Energy, your community's nearby solar farm owner, will provide this person with Schools Power contact information to use during the curriculum adoption process.

After the initial interaction with Schools Power, the district coordinator will proceed to:

- Arrange the final schedules for each of the three sessions,
- Send session invitations to the appropriate audience members,

-
- Distribute discussion meeting materials supplied by Schools Power to each of the audience members prior to each session, and
 - Upload recorded teacher session to district cloud storage for on-demand viewing.

Curriculum Professional Development Support Tools

Schools Power supports implementation of the solar energy curriculum with a three-step adoption process that combines effective program orientation at the district level and practical teacher training at the school classroom level.

The process recognizes the benefits of holding three separate cloud-based presentation/discussion meetings that are targeted for three different audiences:

- District-level program coordinator/curriculum superintendent (aka “Kickoff Meeting”)
- Participating school principals, and
- Participating school teachers.

Each session is designed to address what each of the audiences needs to know for its members to drive curriculum implementation success. A tool kit comprised of curriculum program orientation and teacher training information is supplied to school districts to facilitate the implementation process.

An implementation “tool kit” package is available to help guide school districts during curriculum implementation. The table below lists a brief description of each tool, the user audience, and the timing of its distribution and use during the implementation process.

Tool	User or Reader Audience	Timing of Distribution and/or Use
FF Schools Power Welcome Kit	General distribution across educators in participating school districts	Prior to implementation process start
Curriculum Kickoff Meeting Agenda for District Administrative Team	School district curriculum superintendent and/or program coordinator	Prior to Kickoff Meeting and discussed during Kickoff Meeting
Curriculum Implementation Process Overview	School district curriculum superintendent and/or program coordinator	Prior to Kickoff Meeting and discussed during Kickoff Meeting
Curriculum Program Orientation PowerPoint Presentation	School district curriculum superintendent and/or program coordinator	Prior to Kickoff Meeting and discussed during Kickoff Meeting
Curriculum Program Orientation PowerPoint Presentation	Participating School Principals	Prior to Principals Meeting and discussed during Meeting
Curriculum Program Orientation PowerPoint Presentation	Participating School Principals	Prior to Principals Meeting and discussed during Meeting
Curriculum Teacher Training PowerPoint Presentation	Participating School Teachers	Prior to Teacher Training Meeting and discussed during Meeting
Recorded Teacher Training Meeting with PowerPoint Presentation Visuals and Audio	Participating School Teachers and Administrators	Recorded visuals and audio from teacher training session is uploaded by program coordinator to district cloud storage for on-demand viewing

Solar Energy Curriculum

Profile Details for K-12

Schools

Dimension Renewable Energy – Schools Power



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Curriculum Overview

The solar energy curriculum is highly adaptable and can be used in Dimension Renewable Energy K-12 schools' earth science classes, social study classes, or after-school STEM and/or renewable energy programs. Additional curriculum packages can be developed for use in Dimension Renewable Energy post-secondary education campuses in Engineering and Science coursework.

Design Standards

Lessons for K-12 grade levels are correlated to the Common Core College and Career Readiness Anchor Standards for reading, writing, speaking, and listening. The solar energy curriculum will deepen students' understanding of sustainable energy, while providing practice of their skills in STEM and English language arts. Also included are activities to build student interest and awareness of careers in the solar energy industry.

Projects for community college will address Gen Ed and Lower Division Major requirements in the Engineering and Science departments at this level of instruction.

Curriculum Organization

The curriculum is packaged in five different sets of materials (aka units). There is one unit designed for elementary school, one for middle school, one for high school, and an additional two projects could be available for community college.

The unit for elementary schools includes 6 lessons of 55 minutes each. It includes hands-on small group experiments with two sets of project kits where students demonstrate the use of sunlight to power everyday items (a fan and a light). They will then apply their English Language Arts skills to discuss, summarize and present their experiment findings and learning.

Units for middle and high school encompass 6 lessons of 55 minutes each, culminating in a project where students design and present a solar energy system proposal for their school. Each unit focuses on a specific set of skills:

- Fundamentals of solar energy use
- Unique features and environmental benefits of Dimension Renewable Energy deployment model
- Connection to core earth science principles
- Multiple site "live data" analysis and hypotheses development
- Application of what students learned throughout the unit in real-world proposal preparation and presentation.

Teachers may choose to use all of the lessons or just selected lessons, as needed.

Community college projects are designed for use in Engineering and Science courses. Each project consists of 6-class sessions at 55 minutes each. Instructors may choose to assign all of the

sessions or just selected sessions as appropriate for the course syllabus. Projects include faculty professional development.

Additionally, all of the individual lesson may be taught independent of another in a unit. To teach lessons 5 and 6, it is not necessary to teach lessons 3 and 4 first. Each lesson is related to the others in a unit; however, they are not designed for use in a lock-step sequence; they are designed to allow educators to go in and pull out those lessons that best fit into their instructional approach and curriculum calendar.

Titles of Materials in Unit Curriculum Package

Appendix One describes the materials in the solar energy unit for all instruction levels.

Profile Details of School Solar Energy Units

Appendix Two profiles the school solar energy units of study, including descriptions of the following for elementary, middle school and high school levels of instruction:

- Unit Overview
- Common Core Standards
- Next Generation Science Standards
- Unit Objectives
- Learning Outcomes

Summary of Benefits

Teacher Benefits

- Schools Power educational materials include projects and activities for students to engage in subject matter research, design and collaboration, career exploration, and assessment with rubrics.
- Professional development for implementation is delivered through webinars in the interest of time and cost. K-12 units of study are based on the Common Core Standards and the Next Generation Science Standards.
- The K-12 lesson activities include the Career and College Readiness Standards of Reading, Writing, Listening, and Speaking.
- Community College projects will address Gen Ed and Lower Division Major requirements in the Engineering and Science departments.

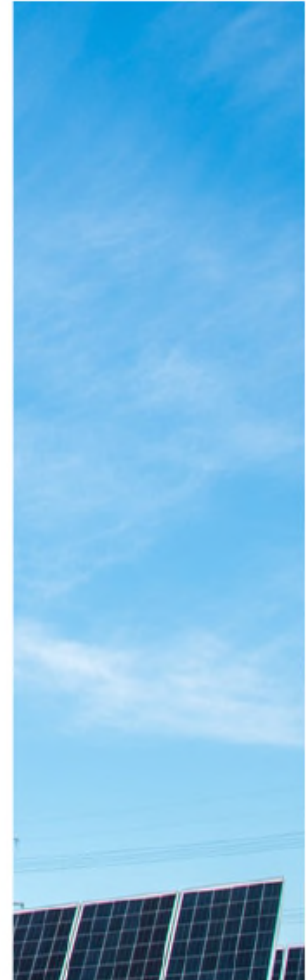
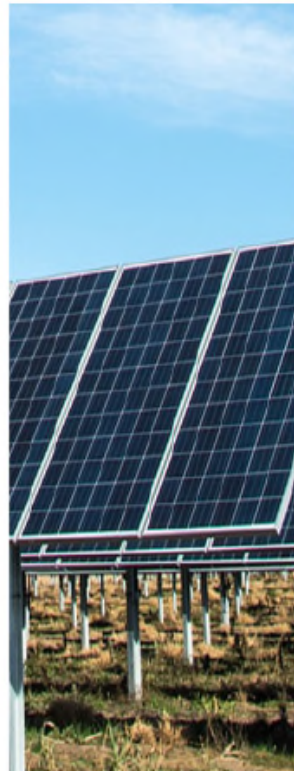
Student Benefits

- Students practice using their STEM, NEXT Generation Science, and Anchor Standard skills in English Language Arts in areas of reading, writing, listening, and speaking.
- Students participate in inquiry-based units of study, in which they are challenged to work cooperatively in groups, complete projects, present results, and defend viewpoints.

-
- Lesson activities are included to build student interest and awareness of careers in the solar energy industry. These are grade-level appropriate.



a.2 - Local Contractors





Local Contractors

Dimension is committed to utilizing local talent to ensure the community is engaged and have a vested interest in the development of Community Solar Facilities.

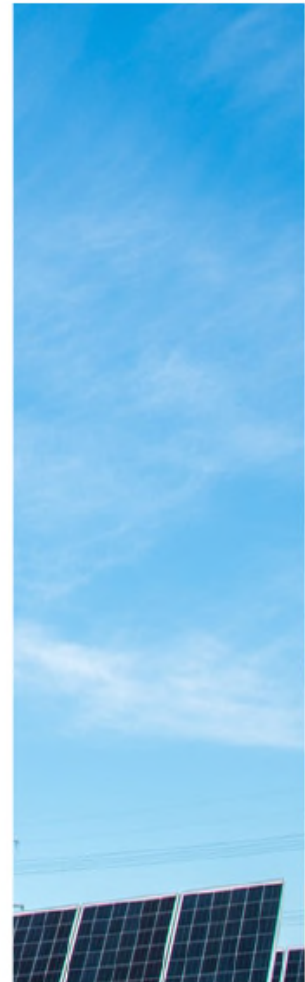
To date Dimension has contracted with the following NJ companies to develop the proposed Solar Facility.

Contractor	Expertise	Scope	Location
Pure Power Engineering	Engineering	Contracted to provide design and engineering site plans	Hoboken
Pro-Tech Energy Solutions LLC (Pro-Tech)	Engineering, procurement, and construction	Coordinate engineering design, procure all equipment and materials and construct the facility	Moorestown
JDS General Contracting Sub-Contractor of Pro-Tech	Roofing	Contracted to complete pre-inspections of rooftops and repairs during construction	Brick
Peck Brothers Sub-Contractor of Pro-Tech	Roofing	Contracted to complete pre-inspections of rooftops and repairs during construction	Elmwood
All Seasons Maintenance, Inc Sub-contractor of Pro-Tech	Maintenance	Contracted to maintain construction site, including construction clean up and necessary fencing	Jackson
Huen Electric Sub-contractor of Pro-Tech	Electrical Engineering	Provide electrical construction and engineering oversight	Columbus
Star-Lo Electric, Inc Sub-contractor of Pro-Tech	Electrical Engineering	Provide electrical construction and engineering oversight	Whippany





a.3 - Arcadia Power Overview





Arcadia Power Overview

Arcadia Power (Arcadia) is the creator of America's only nationwide consolidated energy billing platform, serving over 300,000 members across more than 120 utilities in all 50 states. Arcadia integrates clean energy and energy saving products for residential consumers on a single monthly bill. Replacing outdated and complicated utility bills with a simple, modern, branded, online energy billing relationship drives positive customer engagement and increased satisfaction. Arcadia provides customers access to products and services dedicated to reducing energy usage, delivering bill savings or supporting renewable energy. Arcadia customers have a personalized, online energy dashboard and, depending on market availability, customers can select from a variety of energy services:

- 50% of a member's energy usage is matched by national wind RECs
- On-bill financing of energy efficiency products, including smart thermostats, LED lights, and other smart home products
- Participation in behavioral demand response programs
- Retail energy savings through retail energy partners in deregulated markets such as New Jersey

Arcadia Power customers receive one monthly bill and make one monthly payment that includes their existing utility charges and any charges/savings from their selected services. With a single bill, customers can seamlessly add new energy products and services as they become available.

For community solar projects, Arcadia Power provides turnkey residential subscriber billing and ongoing management services. Arcadia's "One Bill" solution significantly improves the customer experience, retention, and on-time payment rates. Rather than a separate "solar bill," community solar subscribers with Arcadia Power receive a single monthly bill that clearly presents their utility cost, the community solar credit, and net savings. Arcadia remits payments directly to the utility and community solar provider. Arcadia Power has enrolled over 10,000 residential customers to community solar to date and is under contract for more than 150 MW of community solar across eight states.

Arcadia Power already provides services to more than 10,000 New Jersey households and holds an active energy brokerage license in New Jersey.

