

2011, as subsequently amended and supplemented (the "Bond Resolution," together with the Site Access Agreements, the PPA, and the Lease (and all amendments to such documents) the "Program Documents");

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

WHEREAS, the Program Documents have been amended by, among other things: that certain "Amendment and Consent No. 1 (Sussex County Renewable Energy Program, Series 2011)," dated as of December 1, 2012, by and among the Sussex County Parties, certain of the SunLight Entities, U.S. Bank, National Association (the "Trustee") and the Sussex County Local Units (collectively, the "Original Amendment and Consent Parties"); and that certain "Amendment and Consent No. 2 (Sussex County Renewable Energy Program, Series 2011)," dated as of October 1, 2013, by and among the Original Amendment and Consent Parties, excepting the Sussex County Local Units (the "Amendment and Consent Parties");

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

WHEREAS, on December 12, 2011, the SunLight Sussex Project Company and Power Partners executed a Turnkey Design, Engineering, Procurement and Construction Contract (the "Sussex EPC Contract");

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

WHEREAS, a number of SGFs identified on Exhibit _____ hereto that are contemplated by the Program Documents (but not designed by Power Partners) remain unconstructed (the "Unbuilt Sussex SGFs");

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

WHEREAS, on or about February 1, 2013, Power Partners filed a Municipal Mechanics' Lien Notice in connection with the Sussex EPC Contract in the amount of \$12,542,000.00 (the "Municipal Mechanics' Lien");

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

WHEREAS, on March 25, 2013, Power Partners filed a construction lien in connection with the Sussex EPC Contract in the amount of \$9,543,864.61 with the Sussex County Clerk (the "Construction Lien");

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

WHEREAS, on or about December 18, 2013, Power Partners filed a Complaint to foreclose its Construction Lien in the Superior Court of New Jersey, Law Division, Civil Part, Sussex County, in a matter captioned Power Partners MasTec, LLC v. SunLight General Sussex Solar, LLC, et al., and bearing Docket No. SSX-L-678-13 (the "Construction Lien Foreclosure Action");

WHEREAS, on or about March 20, 2014, Power Partners filed a Complaint to foreclose its Municipal Mechanics' Lien in the Superior Court of New Jersey, Law Division, Civil Part, Morris County, in a matter captioned Power Partners MasTec, LLC v. SunLight General Morris, Solar, LLC, et al., and bearing Docket No. MRS-L-738-14 (the "Municipal Mechanics' Lien Foreclosure Action");

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

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators' Awards in favor of Power Partners and against the SunLight Sussex Project Company related to the Sussex EPC Contract in the amount of \$13,649,230, in connection with an arbitration among Power Partners and the SunLight Sussex Project Company before the American Arbitration Association and bearing Case No. 13 158 Y 02044 12 (the "Arbitration");

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

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

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

WHEREAS, on or about November 14, 2014, the panel of arbitrators entered a Final Award in connection with the Sussex EPC Contract in favor of Power Partners and against the SunLight Sussex Project Company in the amount of \$780,017.78 in attorneys' fees, \$317,222.51 in costs, \$207,180.82 in administrative expenses, and \$1,084,397.00 in pre-award interest, which the SunLight Entities and Settling Principals believe was still subject to challenge prior to the Effective Date;

WHEREAS, the Trustee is currently holding \$13,272,828.00 in remaining Project Funds;

WHEREAS, as of February 10, 2015, the SunLight Sussex Project Company and SunLight Sussex Holdings were holding \$121,625.34 and \$400,446.57, respectively, in accounts at JP Morgan Chase; and

WHEREAS, NJC Solar has received and currently holds \$1,010,281.71 in net tax equity funds contributed by Firststar Development, LLC ("Firststar") in connection with the Constructed Sussex SGFs for the SunLight Sussex Project Company; and

WHEREAS, the Program Documents have been amended again by that certain "Amendment and Consent No. 3 (Sussex County Renewable Energy Program, Series 2011)" dated as of the Effective Date ("Consent No. 3") attached hereto as Exhibit A.

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

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

ARTICLE I: SETTLEMENT CONSIDERATION

A. SunLight Sussex Project Company and SunLight Sussex Holdings Cash on Hand. Within one (1) business day of the Effective Date, and following entry of a stipulated order vacating the Consent Order in the Confirmation Action, attached hereto as Exhibit B, the SunLight Sussex Project Company and SunLight Sussex Holdings shall wire Power Partners \$121,625.34, and \$400,446.57, respectively. The SunLight Sussex Project Company and SunLight Sussex Holdings shall also cause to be wired to Power Partners within one (1) business day of the Effective Date, one third of any attorney retainer funds for which services have not been rendered, held as of the date hereof that were transferred from the SunLight Sussex Project Company or SunLight Sussex Holdings, including, but not limited to, those funds held by Pashman Stein, P.C. and Cole Schotz P.C. (the "Retainer Funds," and collectively with the funds held by the SunLight Sussex Project Company and SunLight Sussex Holdings, the "SunLight Cash Payment"), to the following account:

Bank Name:
ABA / Routing #:
Address:
City, State:
Beneficiary Name:
Address:
City, State: ---
Account Number:

[REDACTED]

Power Partners directs that all payments hereunder shall be made to the bank account of Wanzek Construction Inc. ("Wanzek") and that such payments to Wanzek's bank account shall be deemed to have been made in full and complete satisfaction of such payment obligations to Power Partners. All other payments to Power Partners made pursuant to this Agreement shall be made via wire transfer to the above account.

B. NJC Solar Tax Equity. Within one (1) business day of the Effective Date, NJC Solar shall wire the Sussex County Parties \$1,010,281.71 ("SunLight Tax Equity Payment"), which, subject to Article I(F) of this Agreement, NJC Solar hereby represents constitutes all of the net tax equity investment of Firststar in NJC Solar related to the Constructed Sussex SGFs. The SunLight Tax Equity Payment shall be applied against the Company Payment Obligations (as defined in Consent No. 3) in accordance with Consent No. 3.

C. Sussex Project Funds. Within one (1) business day of the Effective Date, the SunLight Sussex Project Company and the MCIA shall submit the draw papers attached hereto as Exhibit C to the Trustee requesting the release of \$6,292,966.00 to Power Partners from the Project Fund (the "Draw Funds"). The Trustee shall release the Draw Funds in accordance with Consent No. 3.

D. Payment by the Sussex County Parties. Within sixty (60) days of the Effective Date of this Agreement and Consent No. 3, the MCIA and/or Sussex County shall wire or cause to be wired to Power Partners the sum equal to \$12,838,862.00 less the Draw Funds and less the SunLight Cash Payment ("Sussex Cash Payment").

E. Additional 1603 Grant Funds. Within thirty (30) days of the Effective Date, the SunLight Sussex Project Company shall prepare and submit additional requests to the United States Department of Treasury ("Treasury"), requesting grant funds pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009 ("1603 Grant Funds") for the Constructed Sussex SGFs based on any relevant and applicable information that was not available to the SunLight Sussex Project Company when it previously applied to Treasury for 1603 Grant Funds for the Constructed Sussex SGFs ("Additional 1603 Grant Funds"), including, but not limited to, the adjusted price for the Sussex EPC Contract as determined in the Arbitration. The Sussex County Parties shall advance the accounting costs associated with the preparation and filing of the Additional 1603 Grant Fund applications in accordance with Consent No. 3. Within two (2) business days of receipt of any portion of the Additional 1603 Grant Funds, the SunLight Sussex Project Company shall wire those funds as received in accordance with Consent No. 3. Power Partners shall timely supply the SunLight Sussex Project Company with any and all necessary information needed in connection with the applications for the Additional 1603 Grant Funds. The SunLight Sussex Project Company estimates, but does not warrant, that it may be entitled to approximately \$1,566,000 of Additional 1603 Grant Funds based on the Arbitration awards rendered in connection with the Sussex EPC Contract.

F. Additional Tax Equity. In the event Treasury awards the SunLight Sussex Project Company Additional 1603 Grant Funds, the SunLight Sussex Project Company shall use good faith efforts to secure an additional tax equity investment in connection with the Constructed Sussex SGFs (the "Additional Tax Equity"). To the extent the SunLight Sussex Project Company secures Additional Tax Equity, such Additional Tax Equity shall be applied in accordance with Consent No. 3. Power Partners shall have no rights with respect to any tax equity that is secured in connection with the Unbuilt Sussex SGFs.

G. Discharge of Liens and Claims. Within three (3) business days of the Effective Date, Power Partners shall withdraw any and all liens it has filed in connection with the Sussex County Renewable Energy Program, including, but not limited to, all liens filed pursuant to the Municipal Mechanics' Lien Law and the Construction Lien Law. Within forty-five (45) days of the Effective Date, Power Partners shall also secure the discharge of, or post a bond discharging, all liens filed by any of Power Partners' direct or indirect subcontractors who performed work on the Sussex County Renewable Energy Program in connection with the Sussex EPC Contract (the "Power Partners Directed Work"). If Power Partners fails to secure the discharge of any lien for Power Partners Directed Work within forty-five (45) days, the Sussex County Parties shall have the right to withhold the

applicable portion from any moneys owed to Power Partners by the Sussex County Parties pursuant to this Agreement until the lien discharge is secured or bonded. Power Partners shall also satisfy, secure the release of, or defend and indemnify the Trustee, the Sussex County Parties, the Sussex County Local Units, and the SunLight Entities and Settling Principals for any additional liens or lawsuits for non-payment by subcontractors related to the Power Partners Directed Work. A listing of all known liens and lawsuits for non-payment arising from the Power Partners Directed Work is attached hereto as Exhibit E. If additional liens or lawsuits for non-payment arising from or related to the Power Partners Directed Work, not identified on the attached Exhibit E, are subsequently brought to the attention of the Parties, Power Partners shall promptly, after being notified of such lien or lawsuit for non-payment, discharge or satisfy such lien or lawsuit for non-payment, as applicable, or defend and indemnify the Trustee, the Sussex County Parties, the Sussex County Local Units, and the SunLight Entities and Settling Principals in connection with same.

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

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

ARTICLE II: UNBUILT SUSSEX SGFS AND FUTURE O&M

A. Unbuilt Sussex SGFS. The decision to build or not to build all or a portion of the Unbuilt Sussex SGFs shall be made solely by the Sussex County Parties. To the extent the Sussex County Parties decide to build all or a portion of the Unbuilt Sussex SGFs with the remaining Project Funds after payment of the Draw Funds to Power Partners, the SunLight Sussex Project Company shall prepare and submit necessary applications for 1603 Grant Funds in accordance with Consent No. 3 and such funds, if and when awarded, shall be applied in accordance with Consent No. 3. The SunLight Sussex Project Company shall use good faith efforts, but no less than the efforts employed in connection with the original 1603 grant applications, to maximize the amount of 1603 Grant Funds related to such future projects. The Sussex County Parties shall advance the accounting costs associated with the preparation and filing of such applications in accordance with Consent No. 3. Power Partners and the Sussex County Parties shall timely supply the SunLight Sussex Project Company with any and all necessary

information needed by the SunLight Sussex Project Company in connection with such applications.

B. Power Partners Cooperation to Construct Unbuilt Sussex SGFs. To the extent the Sussex County Parties decide to build some or all Unbuilt Sussex SGFs, Power Partners will coordinate with reputable local approved subcontractors to complete the Unbuilt Sussex SGFs. The approved subcontractor(s) shall provide multiple obligee performance and payment bonds in favor of the Sussex County Parties, the SunLight Sussex Project Company and the MCLIA. The Sussex County Parties and the Sussex County Local Units and the approved subcontractor shall agree on the scope of the Unbuilt Sussex SGFs, the design for those sites, and the schedule to build those sites to minimize delay and ensure cost-effective construction. It is understood by all parties that certain school sites including, but not limited to, the Sparta Board of Education school sites may not proceed to construction prior to the close of the school year 2015. The Sussex County Local Units shall consent to the timeline and construction schedules. The approved subcontracts shall be fixed price with agreed on scope and provide that, under no circumstance, can the agreed contract price for each Unbuilt Sussex SGF increase. The Sussex County Parties reserve the right to substitute any Unbuilt Sussex SGF in its sole discretion subject to the new subcontract agreement with the approved subcontractor. The subcontract(s) will be between the SunLight Sussex Project Company and the approved subcontractor(s) as set forth in Consent No. 3. The SunLight Sussex Project Company's role, responsibility, and liability with respect to the Unbuilt Sussex SGFs shall all be consistent with Consent No. 3.

C. Costs to Construct Unbuilt Sussex SGFs. A portion of the cost to build the Unbuilt Sussex SGFs shall be paid, in substantial part, with the remaining Project Funds after payment of the Draw Funds to Power Partners in accordance with Consent No. 3.

i. The SunLight Sussex Project Company 1603 Inventory. The SunLight Project Company has title and possession of certain panels identified as 1603 panels for the Unbuilt Sussex SGFs ("Sussex 1603 Panels"). The SunLight Sussex Project Company agrees that the Sussex 1603 Panels shall be used toward the construction of the Unbuilt Sussex SGFs and expressly acknowledges that because the Sussex 1603 Panels are grandfathered as qualifying pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009, no equivalent inventory may be obtained on the market. The SunLight Sussex Project Company shall make the Sussex 1603 Panels available to the approved subcontractor to build the Unbuilt Sussex SGFs for no cost. To the extent the Sussex County Parties decide not to build the Unbuilt Sussex SGFs, or to the extent the Sussex County Parties decide to build only a portion of the Unbuilt Sussex SGFs, Power Partners shall continue to have no right with respect to any remaining Sussex 1603 Panel inventory, which shall be liquidated and the proceeds, if any, shall be applied in accordance with Consent No. 3.

ii. **Power Partners' Non-1603 Inventory.** Within ten (10) days of the Effective Date, the Sussex County Parties and the SunLight Sussex Project Company shall (i) submit draw papers to the Trustee and pay Power Partners the sum of \$1,056,013.00 to reimburse Power Partners the cost of panels and other inventory previously purchased by Power Partners for the Unbuilt Sussex SGFs ("Power Partners' Sussex Inventory"). Within ten (10) days after the SunLight Sussex Project Company executes a subcontract agreement with an approved vendor pursuant to Consent No. 3, the Sussex County Parties, Power Partners and the approved subcontractor shall agree on the number of additional panels necessary to build the Unbuilt Sussex SGFs. Once the Sussex County Parties, Power Partners and the approved subcontractor agree on the number of panels necessary to complete the Unbuilt Sussex SGFs, the Sussex County Parties, the SunLight Sussex Project Companies and the approved subcontractor shall submit draw papers to the Trustee and pay Power Partners for the additional panels at their purchased cost less 10%. The purchased cost of panels which is currently estimated to be necessary to complete the Unbuilt Sussex SGF's is \$1,445,217.00, such inventory is currently in the possession and control of Power Partners ("Additional Panels," and extent any Power Partners' Inventory is damaged or unusable, the SunLight Sussex Project Company or the approved subcontractor shall not be required to purchase such inventory and shall receive a credit to be negotiated between the applicable parties. The approved subcontractor(s) shall be entitled to use the purchased Power Partners' Inventory to construct the Unbuilt Sussex SGFs.

iii. **Power Partners' Bridge Loan.** Power Partners and the Sussex County Parties will seek the consent of any approved subcontractor to defer receipt of 27.4% of the agreed contract price for a period of four (4) months after submission of 1603 grant applications for each completed Unbuilt Sussex SGF ("Deferred Contract Price"). If the approved subcontractor agrees to defer receipt of its contract price for each Unbuilt Sussex SGF but does not receive the anticipated 1603 grant funds within four (4) months after submission of each grant application for each Unbuilt Sussex SGF, the Sussex County Parties shall pay the Deferred Contract Price to the subcontractor no later than five (5) months after the date each 1603 Grant fund application is submitted to Treasury. In the event the Sussex County Parties pay any Deferred Contract Price, the Sussex County Parties shall be entitled to receive any 1603 Grant funds for the applicable Unbuilt Sussex SGF pursuant to Consent No. 3.

If the approved subcontractor does not agree to defer receipt of its contract price, Power Partners shall loan, without interest, the difference in cost between the subcontract price(s) less the Project Funds payable to the approved subcontractor pursuant to Consent No. 3 ("Bridge Loan"). Power Partners and the approved subcontractor do not, however, assume any risk that the Department of Treasury does not reimburse the SunLight Sussex Project Company for the Unbuilt Sussex SGFs or that there is a short-fall in expected payments from the Department of Treasury. Power Partners also does not assume any

risk for any recapture from Treasury by the completion subcontractor. The Sussex County Parties shall pay Power Partners within five (5) months after the SunLight Sussex Project Company submits the 1603 Grant applications to the extent 1603 Grant funds for the applicable Unbuilt Sussex SGFs are not received by the SunLight Sussex Project Company.

iv. **Remaining Project Funds.** If the costs to complete the Unbuilt Sussex SGFs are less than the amounts remaining in the Project Funds, the SunLight Sussex Project Company and the Sussex County Parties agree that such funds will be applied as set forth in Consent No. 3.

D. Operation and Maintenance of Sussex SGFs. The Sussex County Parties and the SunLight Sussex Project Company agree that the operation and maintenance of the Sussex SGFs including the to be constructed Unbuilt Sussex SGFs shall be as set forth in accordance with Consent No. 3.

ARTICLE III: RELEASES AND DISMISSAL

A. Provisions Applicable to All Releases Granted Hereunder.

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

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

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

merger or otherwise), predecessors, heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a "Sussex County Released Party," and, collectively, the "Sussex County Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Sussex County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Sussex County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict Power Partners' ability to enforce this Agreement or to defend any action by the Sussex County Parties to enforce this Agreement.

C. Power Partners' Release to the SunLight Entities and Settling Principals.

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

D. The Sussex County Parties' Release to Power Partners. Upon payment of the Draw Funds, the Sussex Cash Payment, and the payment for the Power Partners' Inventory, the Sussex County Parties, for themselves and their past and present governing bodies, trustees (including the Trustee), directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities,

corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "Sussex County Releasor," and, collectively, the "Sussex County Releasors"), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, Power Partners and its past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, sureties (including, but not limited to, Travelers Casualty and Surety Company of America) attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a "Power Partners Released Party" and, collectively, the "Power Partners Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Sussex County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Sussex County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the Sussex County Parties' ability to enforce this Agreement or to defend any action by Power Partners to enforce this Agreement.

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

F. The SunLight Entities' and Settling Principals' Release to the Sussex County Parties. Upon payment of the SunLight Cash Payment and the SunLight Tax Equity Payment, the SunLight Entities and Settling Principals, for themselves, and their respective past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates,

related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "SunLight Releasor," and, collectively, the "SunLight Releasors"), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, the Sussex County Released Parties, jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Sussex County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Sussex County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the SunLight Entities and Settling Principals' ability to enforce this Agreement or to defend any action by the Sussex County Parties to enforce this Agreement.

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

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

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

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

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

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

ARTICLE IV. GENERAL PROVISIONS

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

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

C. Non-Disparagement. Following the Effective Date of this Agreement, the Parties hereto, to the extent of their respective officers and/or employees, agents, successors and/or assigns under their direct direction and control, as the case may be, agree not to communicate or publish, directly or indirectly, to any third person or non-Party to this Agreement, any disparaging remarks or comments or information about the other Party, its employment or business practices, their customers, their members, their shareholders, their Board of Directors, and/or their employees relating to the Sussex County Renewable Energy Program. "Disparaging" remarks, comments or statements for purposes hereof are those that impugn the character, honesty, integrity or morality or business acumen or

abilities in connection with any aspect of the operation of business of the Party being disparaged. To be clear, the Parties acknowledge and agree that the limitations of this Paragraph shall not apply to disparaging communications or publications made by third parties or any non-Party to this Agreement, over whom the Parties hereto exercise no direction or control.

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

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

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

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

H. No Prior Transfer of Claims. Except as set forth in Consent No. 3, the Parties represent and warrant that they have not prior to the Effective Date sold, assigned, or otherwise set over to any other person or entity, any claim, lien, demand, cause of action, offset, liability, obligation, or damage covered by this Agreement.

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

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

arising from this Agreement shall be brought in any state or federal court of competent jurisdiction located in the State of New Jersey.

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

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

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

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

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

P. Power Partners' Acknowledgment of Consent No. 3. Power Partners expressly acknowledges the terms of Consent No. 3 and hereby agrees not to contest the validity of any terms therein.

Q. MCIA Acting At Direction of Sussex County. MCIA and Sussex County hereby acknowledge that, excepting the provisions herein relating to the release of claims as between the MCIA and Sussex County, the MCIA is entering this Agreement at the direction of Sussex County.

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

If to Power Partners MasTec, LLC:

Michele Laine, Esq.
800 Douglas Road, 12th floor
Coral Gables, FL 33134
michele.laine@mastec.com

With a copy to:

Louis A. Modugno, Esq.
McElroy, Deutsch, Mulvaney & Carpenter, LLP
1300 Mount Kemble Avenue
Morristown, NJ 07960
lmodugno@mdmc-law.com

If to Sussex County:

Freeholder Director
c/o John Eskilson
Sussex County Administrative Center
1 Spring Street
Newton, NJ 07860

With a copy to:

Dennis McConnell, Esq.
Sussex County Counsel
Sussex County Administrative Center
1 Spring Street
Newton, NJ 07860

If to the Morris County Improvement Authority:

John Bonanni
Chairman
P.O. Box 900
Morristown, NJ 07963
jbonanni@co.morris.nj.us

With a copy to:

Stephen B. Pearlman, Esq.
Pearlman & Miranda, LLC
2 Broad St.
Bloomfield, NJ 07003
spearlman@pearlmanmiranda.com

If to any of the SunLight Entities:
c/o SunLight General Capital LLC
28 W. 44th Street, Suite 1011
New York, NY 10036

With a copy to:
Michael Stein, Esq.
Pashman Stein, P.C.
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to Stacey Hughes:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to Edouard Klehe:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to James Mann:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to David Wolf:
c/o Paul S. Hollander, Esq.
Okin, Hollander & DeLuca, L.L.P.
One Parker Plaza, 12th Floor
400 Kelby Street
Fort Lee, NJ 07024
phollander@ohdlaw.com

If to Bill Zachary:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

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

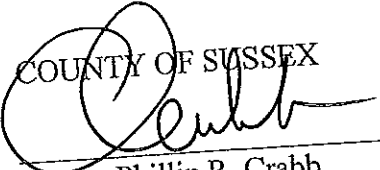
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

POWER PARTNERS MASTEC, LLC

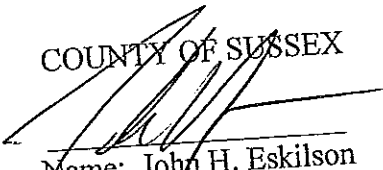
Name:
Title:

MORRIS COUNTY IMPROVEMENT AUTHORITY

Name: John Bonanni
Title: Chairman

COUNTY OF SUSSEX


Name: Phillip R. Crabb
Title: Freeholder Director

COUNTY OF SUSSEX


Name: John H. Eskilson
Title: Clerk of the Board

SUNLIGHT GENERAL SUSSEX SOLAR, LLC

Name:
Title:

SUNLIGHT GENERAL SUSSEX HOLDINGS, LLC

Name:
Title:

SUNLIGHT GENERAL NJC SOLAR, LLC

Name:
Title:

NJC SOLAR DEVELOPMENT COMPANY, LLC

Name:
Title:

SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

Name:
Title:

SUNLIGHT GENERAL CAPITAL LLC

Name:
Title:

AZIMUTH 180 SOLARELECTRIC, LLC

Name:

Title:

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

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

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

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

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

EXHIBIT A

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

POWER PARTNERS MASTEC, LLC,

Petitioner,

-against-

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

Respondents.

Civil No.: 14-5155 (CCC)

CONSENT ORDER

THIS MATTER having been opened to the Court by Petitioner, Power Partners MasTec, LLC's ("MasTec"), by and through its attorneys, McElroy, Deutsch, Mulvaney & Carpenter, LLP, and Goldberg Segalla, LLP, and Respondents, SunLight General Somerset Solar, LLC, SunLight General Morris Solar, LLC, SunLight General Sussex Solar, LLC (collectively, "SunLight"), by and through their counsel, Pashman Stein, PC, and the parties having reached an agreement to settle the entire case and controversy as between and among them in this litigation; and for good cause shown,

IT IS on this _____ day of _____, 2015

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

Hon. Claire C. Cecchi,
United States District Judge

The following parties consent
To the entry of this Order

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

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

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

By: _____
BRENDAN M. WALSH, Esq.
21 Main Street, Suite 100
Hackensack, New Jersey 07601

EXHIBIT C

DRAW PAPERS

February __, 2015

U.S. Bank National Association, as Trustee

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

Dear Sir or Madam:

Pursuant to (i) Section 510(c) of that certain "Lease Purchase Agreement Sussex County Renewable Energy Program, Series 2011" dated as of December 1, 2011 (the "**Company Lease Agreement**") by and between The Morris County Improvement Authority (the "**Authority**"), as lessor, and Sunlight General Sussex Solar, LLC, a New Jersey limited liability company (the "**Company**"), as lessee, and (ii) Section 5.02(2) of the Authority's bond resolution duly adopted September 28, 2011, and entitled "Resolution Authorizing the Issuance of County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 and Additional Bonds of The Sussex County Improvement Authority", as amended and supplemented (the "**Bond Resolution**") and (iii) with respect to the Renewable Energy Projects, or as applicable, any Completion Project related thereto (the "**Renewable Energy Projects**") being developed for any of the Series 2011 Local Unit (the "**Licensors**") (capitalized terms not defined in this Certificate shall have the respective meanings ascribed to such terms in the Company Lease Agreement), the Company, by its Authorized Officer stated below, **DOES HEREBY CERTIFY** and **REQUISITION** moneys on deposit in the Project Fund and held by U.S. Bank National Association, as trustee (the "**Trustee**") for the holders of the Series 2011 Bonds, as follows:

1. The Trustee is hereby requested to pay \$6,292,966.00 from moneys on deposit in the Project Fund equal to the aggregate Project Costs for which payment or reimbursement is being sought by this requisition, \$6,292,966.00 of which aggregate amount shall be payable in accordance with Schedule A attached hereto:

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

Agreement for the Licensor. The Company represents that the conditions of this Section 2(a) have been met to the best of its knowledge.

[Remainder of page left intentionally blank.]

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

By: _____

Name: John Bonanni
Title: Chairman

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

Very truly yours,

SUNLIGHT GENERAL SUSSEX
SOLAR, LLC

By: Sunlight General Capital
Management, LLC, its
Manager

By: _____

Name: Stacey L. Hughes
Title: Authorized Signatory

ATTEST:

By: _____

Name:
Title:

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

By: GABEL ASSOCIATES, INC., AS
CONSTRUCTION MANAGER

By: _____
Name:
Title:

Schedule A
[To Draw Papers]

Requisition Payment Schedule

Date	Amount to be paid from Administrative Expense Account
Upon notification to the Trustee that Power Partners has filed with the Supreme Court of New Jersey correspondence consenting to the dissolution of the stay of the Trial Court's order discharging Power Partners' Municipal Mechanics Liens and limiting the scope of its Construction Liens.	\$6,292,966.00 all of which shall be paid to Power Partners Mastec, LLC via wire transfer.

Power Partners Mastec, LLC Wire Instructions:

Bank Name:
ABA / Routing #:
Address:
City, State:
Beneficiary Name:
Address:
City, State:
Account Number:

[REDACTED]

EXHIBIT D
Intentionally Left Blank

EXHIBIT E

Sunlight General (Sussex) and Po

Claimant	Filed With	Project County	Property/Site
Pure Power Systems, Inc.		Sussex	
Power Partners Mastec, LLC	Sussex County Clerk	Sussex	See Worldox ID 117897 Sussex County
Turtle & Hughes, Inc.	MCIA	Sussex	Community College
Mehl Electric Company, Inc.	MCIA	Sussex	Byram Lakes Elementary & Intermediate Schools; High Point Regional High School
East Coast Alternative Energy	MCIA	Sussex	Not Specified
KG Solar & Renewable Energy, LLC 6/25/2013	Sussex County Clerk	Sussex	See list of properties attached to lien Sussex County Community College Byram Lakes Elementary School
Protek Park, Inc.	MCIA Secretary	Sussex	Kittany High School Franklin High School Merriam Elementary School
Aerotek, Inc.	MCIA	Sussex	Not Specified
United Rentals	Superior Court Sussex County	Sussex	SCCC
Total Sussex			

Power Partners Mastec Liens

Date Filed	Contract Party	Amount	Type of Lien or Claim
5/30/2013	SunLight General Sussex, LLC	\$9,543,864.61	Claim against Payment Bond Construction Lien
3/12/2013	SunLight General Sussex, LLC	\$9,543,864.61	Construction Lien
1/22/2013	Solar Nation, Inc.	\$ 9,060.04	Municipal Mechanics' Lien
6/14/2013	Power Partners Mastec, LLC	\$ 118,064.77	Municipal Mechanics' Lien/ Construction Lien
6/17/2013	Power Partners Mastec, LLC	\$ 169,643.72	Municipal Mechanics' Lien
	leasehold interest of SunLight General Sussex, LLC	\$ 447,261.08	Construction Lien
7/29/2013	Power Partners Mastec, LLC	\$ 19,536.25	Municipal Mechanics' Lien
9/13/2013	Power Partners Mastec, LLC	\$ 656,802.22	Municipal Mechanics' Lien
5/23/2014	Sussex County Community College (lien); Solar Nation (contract)	\$102,548.27	Municipal Mechanics' Lien and Civil Complaint
		\$ 1,420,368.08	

EXHIBIT F

Louis A. Modugno
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

GOLDBERG SEGALLA, LLP
902 Carnegie Center/Suite 100
Princeton, New Jersey 08540-6530
(609) 986-1300

Attorneys for Plaintiff,
Power Partners MasTec, LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

MORRIS COUNTY IMPROVEMENT
AUTHORITY, SOMERSET COUNTY
IMPROVEMENT AUTHORITY, STACEY
HUGHES, EDOUARD KLEHE, JAMES
MANN, DAVID WOLF, BILL ZACHARY,
JOHN DOES 1-100, ABC ENTITIES 1-100,
being fictitious names of persons and entities
that participated in the diversion of trust
funds,

Defendants.

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

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

IT IS STIPULATED AND AGREED by and between the attorneys for Plaintiff,
Power Partners Mastec, LLC, and the Defendants, Morris County Improvement
Authority, Somerset County Improvement Authority, Stacey Hughes, Edouard Klehe,

James Mann, David Wolf, Bill Zachary, that pursuant to FRCP 41(a)(1)(A)(ii), the claims and causes of action asserted by and between the parties in the above matter are hereby dismissed with prejudice and without costs to either party.

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

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

SILLS, CUMMIS, & GROSS, P.C.
Attorneys for Defendant,
Somerset County Improvement Authority

By: _____
JAMES M. HIRSCHHORN, Esq.
One Riverfront Plaza
Newark, New Jersey 07102

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

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

PASHMAN STEIN, PC
Attorneys for Defendants,
Stacey Hughes, Edouard Klehe,
James Mann, and Bill Zachary

By: _____
BRENDAN M. WALSH, Esq.
21 Main Street, Suite 100
Hackensack, New Jersey 07601

OKIN, HOLLANDER & DELUCA, LLP
Attorneys for Defendant,
David Wolf

By: _____
PAUL S. HOLLANDER, ESQ.
One Parker Plaza, 12th Floor
400 Kelby Street
Fort Lee, New Jersey 07024

Exhibit G

Louis A. Modugno, Esq. (Attorney ID No. 018131995)
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

Attorneys for Plaintiff,
Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL SUSSEX SOLAR, LLC
AND MORRIS COUNTY IMPROVEMENT
AUTHORITY

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC,
U.S. BANK, N.A., KG SOLAR AND
RENEWABLE ENERGY, LLC, MEHL
ELECTRIC COMPANY, INC., JOHN DOES
1-100, ABC ENTITIES 1-100, being
fictitious names of persons and
entities that may be adversely
effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SUSSEX COUNTY

Docket No.: L-678-13

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

It is hereby stipulated and agreed by and between
Inglesino, Wyciskala & Taylor, LLC, counsel for Defendant,
Morris County Improvement Authority ("MCIA"); Pashman Stein,
P.C., counsel for Defendant, Sunlight General Sussex Solar,

LLC ("Sunlight"), and nominal party Sunlight General Capital, LLC; McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC ("Mastec"); Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association; and Gaccione Pomaco, P.C., counsel for Nominal Defendant, Mehl Electric Company, Inc., that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

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

By: _____
LOUIS A. MODUGNO

PASHMAN STEIN, P.C.
Attorneys for Defendant,
Sunlight General Sussex Solar, and
Nominal Defendant,
Sunlight General Capital, LLC

By: _____
BRENDAN M. WALSH

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

HARTMAN & WINNICKI, P.C.
Attorneys for Nominal Defendant,
U.S. Bank National Association

By: _____
JON E. LINDER, ESQ.

GACCIONE POMACO, P.C.
Attorneys for Nominal Defendant,
Mehl Electric Company, Inc.

By: _____
ALDO DiTROLIO

Exhibit H

Louis A. Modugno, Esq. (Attorney ID No. 018131995)
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

Attorneys for Plaintiff,
Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL MORRIS SOLAR,
LLC, SUNLIGHT GENERAL SUSSEX
SOLAR, LLC and MORRIS COUNTY
IMPROVEMENT AUTHORITY,

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC,
U.S. BANK, N.A., KG SOLAR AND
RENEWABLE ENERGY, LLC, MEHL
ELECTRIC COMPANY, INC., PURE POWER
SYSTEMS, INC., LONG ELECTRIC and
JOHN DOES 1-100, ABC ENTITIES 1-
100, being fictitious names of
persons and entities that may be
adversely effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Docket No.: MRS-L-738-14

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

It is hereby stipulated and agreed by and between
Inglesino, Wyciskala & Taylor, LLC (formerly Inglesino,

Pearlman, Wyciskala & Taylor, LLC), counsel for Defendant, Morris County Improvement Authority ("MCIA"); McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC ("Mastec"); Pashman Stein, P.C., counsel for Defendants, SunLight General Morris Solar and SunLight General Sussex Solar, LLC (collectively, "SunLight") and Nominal Defendant, SunLight General Capital, LLC; Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association, Gaccione Pomaco, P.C., counsel for Nominal Defendant, Mehl Electric Company, Inc., that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

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

By: _____
LOUIS A. MODUGNO

PASHMAN STEIN, P.C.
Attorneys for Defendant,
Sunlight General Morris Solar, LLC,
Sunlight General Sussex Solar, LLC, and
Nominal Defendant,
Sunlight General Capital, LLC

By: _____
MICHAEL S. STEIN

HARTMAN & WINNICKI, P.C.
Attorneys for Nominal Defendant,
U.S. Bank National Association

By: _____
JON E. LINDER

GACCIONE POMACO, P.C.
Attorneys for Nominal Defendant,
Mehl Electric Company, Inc.

By: _____
ALDO DiTROLIO

EXHIBIT I

UNBUILT SUSSEX SGFS
(Subject to Change)

<u>Location</u>	<u>Install</u>	<u>Original kW</u>
Kittatinny School	Roof	105.27
Sparta Middle School	Roof	178.64
	Canopy	352.28
	Ground	268.40
Sparta High School	Roof	380.22
Hardyston School	Ground	427.02
Sparta Alpine School	Roof	137.94
	Canopy	148.01
Votech	South Array	549.00
	North Array	581.00
	Ballasted Lot	182.00

Appendix A
[Settlement Agreement]

SETTLEMENT AGREEMENT

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

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

WHEREAS, in December 2011, the MCIA executed License and Access Agreements ("Site Access Agreements") with each Sussex County Local Unit;

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

WHEREAS, the expenditure of the Project Funds is governed by that certain "RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SUSSEX GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY," adopted by the MCIA on September 28,

2011, as subsequently amended and supplemented (the "Bond Resolution," together with the Site Access Agreements, the PPA, and the Lease (and all amendments to such documents) the "Program Documents");

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

WHEREAS, the Program Documents have been amended by, among other things: that certain "Amendment and Consent No. 1 (Sussex County Renewable Energy Program, Series 2011)," dated as of December 1, 2012, by and among the Sussex County Parties, certain of the SunLight Entities, U.S. Bank, National Association (the "Trustee") and the Sussex County Local Units (collectively, the "Original Amendment and Consent Parties"); and that certain "Amendment and Consent No. 2 (Sussex County Renewable Energy Program, Series 2011)," dated as of October 1, 2013, by and among the Original Amendment and Consent Parties, excepting the Sussex County Local Units (the "Amendment and Consent Parties");

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

WHEREAS, on December 12, 2011, the SunLight Sussex Project Company and Power Partners executed a Turnkey Design, Engineering, Procurement and Construction Contract (the "Sussex EPC Contract");

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

WHEREAS, a number of SGFs identified on Exhibit ____ hereto that are contemplated by the Program Documents (but not designed by Power Partners) remain unconstructed (the "Unbuilt Sussex SGFs");

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

WHEREAS, on or about February 1, 2013, Power Partners filed a Municipal Mechanics' Lien Notice in connection with the Sussex EPC Contract in the amount of \$12,542,000.00 (the "Municipal Mechanics' Lien");

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

WHEREAS, on March 25, 2013, Power Partners filed a construction lien in connection with the Sussex EPC Contract in the amount of \$9,543,864.61 with the Sussex County Clerk (the "Construction Lien");

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

WHEREAS, on or about December 18, 2013, Power Partners filed a Complaint to foreclose its Construction Lien in the Superior Court of New Jersey, Law Division, Civil Part, Sussex County, in a matter captioned Power Partners MasTec, LLC v. SunLight General Sussex Solar, LLC, et al., and bearing Docket No. SSX-L-678-13 (the "Construction Lien Foreclosure Action");

WHEREAS, on or about March 20, 2014, Power Partners filed a Complaint to foreclose its Municipal Mechanics' Lien in the Superior Court of New Jersey, Law Division, Civil Part, Morris County, in a matter captioned Power Partners MasTec, LLC v. SunLight General Morris, Solar, LLC, et al., and bearing Docket No. MRS-L-738-14 (the "Municipal Mechanics' Lien Foreclosure Action");

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

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators' Awards in favor of Power Partners and against the SunLight Sussex Project Company related to the Sussex EPC Contract in the amount of \$13,649,230, in connection with an arbitration among Power Partners and the SunLight Sussex Project Company before the American Arbitration Association and bearing Case No. 13 158 Y 02044 12 (the "Arbitration");

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

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

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

WHEREAS, on or about November 14, 2014, the panel of arbitrators entered a Final Award in connection with the Sussex EPC Contract in favor of Power Partners and against the SunLight Sussex Project Company in the amount of \$780,017.78 in attorneys' fees, \$317,222.51 in costs, \$207,180.82 in administrative expenses, and \$1,084,397.00 in pre-award interest, which the SunLight Entities and Settling Principals believe was still subject to challenge prior to the Effective Date;

WHEREAS, the Trustee is currently holding \$13,272,828.00 in remaining Project Funds;

WHEREAS, as of February 10, 2015, the SunLight Sussex Project Company and SunLight Sussex Holdings were holding \$121,625.34 and \$400,446.57, respectively, in accounts at JP Morgan Chase; and

WHEREAS, NJC Solar has received and currently holds \$1,010,281.71 in net tax equity funds contributed by Firststar Development, LLC ("Firststar") in connection with the Constructed Sussex SGFs for the SunLight Sussex Project Company; and

WHEREAS, the Program Documents have been amended again by that certain "Amendment and Consent No. 3 (Sussex County Renewable Energy Program, Series 2011)" dated as of the Effective Date ("Consent No. 3") attached hereto as Exhibit A.

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

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

ARTICLE I: SETTLEMENT CONSIDERATION

A. SunLight Sussex Project Company and SunLight Sussex Holdings Cash on Hand. Within one (1) business day of the Effective Date, and following entry of a stipulated order vacating the Consent Order in the Confirmation Action, attached hereto as Exhibit B, the SunLight Sussex Project Company and SunLight Sussex Holdings shall wire Power Partners \$121,625.34, and \$400,446.57, respectively. The SunLight Sussex Project Company and SunLight Sussex Holdings shall also cause to be wired to Power Partners within one (1) business day of the Effective Date, one third of any attorney retainer funds for which services have not been rendered, held as of the date hereof that were transferred from the SunLight Sussex Project Company or SunLight Sussex Holdings, including, but not limited to, those funds held by Pashman Stein, P.C. and Cole Schotz P.C. (the "Retainer Funds," and collectively with the funds held by the SunLight Sussex Project Company and SunLight Sussex Holdings, the "SunLight Cash Payment"), to the following account:

Bank Name: [REDACTED]
ABA / Routing #: [REDACTED]
Address: [REDACTED]
City, State: [REDACTED]
Beneficiary Name: [REDACTED]
Address: [REDACTED]
City, State: [REDACTED]
Account Number: [REDACTED]

Power Partners directs that all payments hereunder shall be made to the bank account of Wanzek Construction Inc. ("Wanzek") and that such payments to Wanzek's bank account shall be deemed to have been made in full and complete satisfaction of such payment obligations to Power Partners. All other payments to Power Partners made pursuant to this Agreement shall be made via wire transfer to the above account.

B. NJC Solar Tax Equity. Within one (1) business day of the Effective Date, NJC Solar shall wire the Sussex County Parties \$1,010,281.71 ("SunLight Tax Equity Payment"), which, subject to Article I(F) of this Agreement, NJC Solar hereby represents constitutes all of the net tax equity investment of Firststar in NJC Solar related to the Constructed Sussex SGFs. The SunLight Tax Equity Payment shall be applied against the Company Payment Obligations (as defined in Consent No. 3) in accordance with Consent No. 3.

C. Sussex Project Funds. Within one (1) business day of the Effective Date, the SunLight Sussex Project Company and the MCIA shall submit the draw papers attached hereto as Exhibit C to the Trustee requesting the release of \$6,292,966.00 to Power Partners from the Project Fund (the "Draw Funds"). The Trustee shall release the Draw Funds in accordance with Consent No. 3.

D. Payment by the Sussex County Parties. Within sixty (60) days of the Effective Date of this Agreement and Consent No. 3, the MCIA and/or Sussex County shall wire or cause to be wired to Power Partners the sum equal to \$12,838,862.00 less the Draw Funds and less the SunLight Cash Payment ("Sussex Cash Payment").

E. Additional 1603 Grant Funds. Within thirty (30) days of the Effective Date, the SunLight Sussex Project Company shall prepare and submit additional requests to the United States Department of Treasury ("Treasury"), requesting grant funds pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009 ("1603 Grant Funds") for the Constructed Sussex SGFs based on any relevant and applicable information that was not available to the SunLight Sussex Project Company when it previously applied to Treasury for 1603 Grant Funds for the Constructed Sussex SGFs ("Additional 1603 Grant Funds"), including, but not limited to, the adjusted price for the Sussex EPC Contract as determined in the Arbitration. The Sussex County Parties shall advance the accounting costs associated with the preparation and filing of the Additional 1603 Grant Fund applications in accordance with Consent No. 3. Within two (2) business days of receipt of any portion of the Additional 1603 Grant Funds, the SunLight Sussex Project Company shall wire those funds as received in accordance with Consent No. 3. Power Partners shall timely supply the SunLight Sussex Project Company with any and all necessary information needed in connection with the applications for the Additional 1603 Grant Funds. The SunLight Sussex Project Company estimates, but does not warrant, that it may be entitled to approximately \$1,566,000 of Additional 1603 Grant Funds based on the Arbitration awards rendered in connection with the Sussex EPC Contract.

F. Additional Tax Equity. In the event Treasury awards the SunLight Sussex Project Company Additional 1603 Grant Funds, the SunLight Sussex Project Company shall use good faith efforts to secure an additional tax equity investment in connection with the Constructed Sussex SGFs (the "Additional Tax Equity"). To the extent the SunLight Sussex Project Company secures Additional Tax Equity, such Additional Tax Equity shall be applied in accordance with Consent No. 3. Power Partners shall have no rights with respect to any tax equity that is secured in connection with the Unbuilt Sussex SGFs.

G. Discharge of Liens and Claims. Within three (3) business days of the Effective Date, Power Partners shall withdraw any and all liens it has filed in connection with the Sussex County Renewable Energy Program, including, but not limited to, all liens filed pursuant to the Municipal Mechanics' Lien Law and the Construction Lien Law. Within forty-five (45) days of the Effective Date, Power Partners shall also secure the discharge of, or post a bond discharging, all liens filed by any of Power Partners' direct or indirect subcontractors who performed work on the Sussex County Renewable Energy Program in connection with the Sussex EPC Contract (the "Power Partners Directed Work"). If Power Partners fails to secure the discharge of any lien for Power Partners Directed Work within forty-five (45) days, the Sussex County Parties shall have the right to withhold the

applicable portion from any moneys owed to Power Partners by the Sussex County Parties pursuant to this Agreement until the lien discharge is secured or bonded. Power Partners shall also satisfy, secure the release of, or defend and indemnify the Trustee, the Sussex County Parties, the Sussex County Local Units, and the SunLight Entities and Settling Principals for any additional liens or lawsuits for non-payment by subcontractors related to the Power Partners Directed Work. A listing of all known liens and lawsuits for non-payment arising from the Power Partners Directed Work is attached hereto as Exhibit E. If additional liens or lawsuits for non-payment arising from or related to the Power Partners Directed Work, not identified on the attached Exhibit E, are subsequently brought to the attention of the Parties, Power Partners shall promptly, after being notified of such lien or lawsuit for non-payment, discharge or satisfy such lien or lawsuit for non-payment, as applicable, or defend and indemnify the Trustee, the Sussex County Parties, the Sussex County Local Units, and the SunLight Entities and Settling Principals in connection with same.

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

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

ARTICLE II: UNBUILT SUSSEX SGFs AND FUTURE O&M

A. Unbuilt Sussex SGFs. The decision to build or not to build all or a portion of the Unbuilt Sussex SGFs shall be made solely by the Sussex County Parties. To the extent the Sussex County Parties decide to build all or a portion of the Unbuilt Sussex SGFs with the remaining Project Funds after payment of the Draw Funds to Power Partners, the SunLight Sussex Project Company shall prepare and submit necessary applications for 1603 Grant Funds in accordance with Consent No. 3 and such funds, if and when awarded, shall be applied in accordance with Consent No. 3. The SunLight Sussex Project Company shall use good faith efforts, but no less than the efforts employed in connection with the original 1603 grant applications, to maximize the amount of 1603 Grant Funds related to such future projects. The Sussex County Parties shall advance the accounting costs associated with the preparation and filing of such applications in accordance with Consent No. 3. Power Partners and the Sussex County Parties shall timely supply the SunLight Sussex Project Company with any and all necessary

information needed by the SunLight Sussex Project Company in connection with such applications.

B. Power Partners Cooperation to Construct Unbuilt Sussex SGFs. To the extent the Sussex County Parties decide to build some or all Unbuilt Sussex SGFs, Power Partners will coordinate with reputable local approved subcontractors to complete the Unbuilt Sussex SGFs. The approved subcontractor(s) shall provide multiple obligee performance and payment bonds in favor of the Sussex County Parties, the SunLight Sussex Project Company and the MCIA. The Sussex County Parties and the Sussex County Local Units and the approved subcontractor shall agree on the scope of the Unbuilt Sussex SGFs, the design for those sites, and the schedule to build those sites to minimize delay and ensure cost-effective construction. It is understood by all parties that certain school sites including, but not limited to, the Sparta Board of Education school sites may not proceed to construction prior to the close of the school year 2015. The Sussex County Local Units shall consent to the timeline and construction schedules. The approved subcontracts shall be fixed price with agreed on scope and provide that, under no circumstance, can the agreed contract price for each Unbuilt Sussex SGF increase. The Sussex County Parties reserve the right to substitute any Unbuilt Sussex SGF in its sole discretion subject to the new subcontract agreement with the approved subcontractor. The subcontract(s) will be between the SunLight Sussex Project Company and the approved subcontractor(s) as set forth in Consent No. 3. The SunLight Sussex Project Company's role, responsibility, and liability with respect to the Unbuilt Sussex SGFs shall all be consistent with Consent No. 3.

C. Costs to Construct Unbuilt Sussex SGFs. A portion of the cost to build the Unbuilt Sussex SGFs shall be paid, in substantial part, with the remaining Project Funds after payment of the Draw Funds to Power Partners in accordance with Consent No. 3.

i. The SunLight Sussex Project Company 1603 Inventory. The SunLight Project Company has title and possession of certain panels identified as 1603 panels for the Unbuilt Sussex SGFs ("Sussex 1603 Panels"). The SunLight Sussex Project Company agrees that the Sussex 1603 Panels shall be used toward the construction of the Unbuilt Sussex SGFs and expressly acknowledges that because the Sussex 1603 Panels are grandfathered as qualifying pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009, no equivalent inventory may be obtained on the market. The SunLight Sussex Project Company shall make the Sussex 1603 Panels available to the approved subcontractor to build the Unbuilt Sussex SGFs for no cost. To the extent the Sussex County Parties decide not to build the Unbuilt Sussex SGFs, or to the extent the Sussex County Parties decide to build only a portion of the Unbuilt Sussex SGFs, Power Partners shall continue to have no right with respect to any remaining Sussex 1603 Panel inventory, which shall be liquidated and the proceeds, if any, shall be applied in accordance with Consent No. 3.

ii. **Power Partners' Non-1603 Inventory.** Within ten (10) days of the Effective Date, the Sussex County Parties and the SunLight Sussex Project Company shall (i) submit draw papers to the Trustee and pay Power Partners the sum of \$1,056,013.00 to reimburse Power Partners the cost of panels and other inventory previously purchased by Power Partners for the Unbuilt Sussex SGFs ("Power Partners' Sussex Inventory"). Within ten (10) days after the SunLight Sussex Project Company executes a subcontract agreement with an approved vendor pursuant to Consent No. 3, the Sussex County Parties, Power Partners and the approved vendor shall agree on the number of additional panels necessary to build the Unbuilt Sussex SGFs. Once the Sussex County Parties, Power Partners and the approved subcontractor agree on the number of panels necessary to complete the Unbuilt Sussex SGFs, the Sussex County Parties, the SunLight Sussex Project Companies and the approved subcontractor shall submit draw papers to the Trustee and pay Power Partners for the additional panels at their purchased cost less 10%. The purchased cost of panels which is currently estimated to be necessary to complete the Unbuilt Sussex SGF's is \$1,445,217.00, such inventory is currently in the possession and control of Power Partners ("Additional Panels," and together with Power Partners' Sussex Inventory, "Power Partners' Inventory"). To the extent any Power Partners' Inventory is damaged or unusable, the SunLight Sussex Project Company or the approved subcontractor shall not be required to purchase such inventory and shall receive a credit to be negotiated between the applicable parties. The approved subcontractor(s) shall be entitled to use the purchased Power Partners' Inventory to construct the Unbuilt Sussex SGFs.

iii. **Power Partners' Bridge Loan.** Power Partners and the Sussex County Parties will seek the consent of any approved subcontractor to defer receipt of 27.4% of the agreed contract price for a period of four (4) months after submission of 1603 grant applications for each completed Unbuilt Sussex SGF ("Deferred Contract Price"). If the approved subcontractor agrees to defer receipt of the its contract price for each Unbuilt Sussex SGF but does not receive the anticipated 1603 grant funds within four (4) months after submission of each grant application for each Unbuilt Sussex SGF, the Sussex County Parties shall pay the Deferred Contract Price to the subcontractor no later than five (5) months after the date each 1603 Grant fund application is submitted to Treasury. In the event the Sussex County Parties pay any Deferred Contract Price, the Sussex County Parties shall be entitled to receive any 1603 Grant funds for the applicable Unbuilt Sussex SGF pursuant to Consent No. 3.

If the approved subcontractor does not agree to defer receipt of its contract price, Power Partners shall loan, without interest, the difference in cost between the subcontract price(s) less the Project Funds payable to the approved subcontractor pursuant to Consent No. 3 ("Bridge Loan"). Power Partners and the approved subcontractor do not, however, assume any risk that the Department of Treasury does not reimburse the SunLight Sussex Project Company for the Unbuilt Sussex SGFs or that there is a short-fall in expected payments from the Department of Treasury. Power Partners also does not assume any

risk for any recapture from Treasury by the completion subcontractor. The Sussex County Parties shall pay Power Partners within five (5) months after the SunLight Sussex Project Company submits the 1603 Grant applications to the extent 1603 Grant funds for the applicable Unbuilt Sussex SGFs are not received by the SunLight Sussex Project Company.

iv. **Remaining Project Funds.** If the costs to complete the Unbuilt Sussex SGFs are less than the amounts remaining in the Project Funds, the SunLight Sussex Project Company and the Sussex County Parties agree that such funds will be applied as set forth in Consent No. 3.

D. Operation and Maintenance of Sussex SGFs. The Sussex County Parties and the SunLight Sussex Project Company agree that the operation and maintenance of the Sussex SGFs including the to be constructed Unbuilt Sussex SGFs shall be as set forth in accordance with Consent No. 3.

ARTICLE III: RELEASES AND DISMISSAL

A. Provisions Applicable to All Releases Granted Hereunder.

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

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

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

merger or otherwise), predecessors, heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a "Sussex County Released Party," and, collectively, the "Sussex County Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Sussex County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Sussex County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict Power Partners' ability to enforce this Agreement or to defend any action by the Sussex County Parties to enforce this Agreement.

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

D. The Sussex County Parties' Release to Power Partners. Upon payment of the Draw Funds, the Sussex Cash Payment, and the payment for the Power Partners' Inventory, the Sussex County Parties, for themselves and their past and present governing bodies, trustees (including the Trustee), directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities,

corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "Sussex County Releasor," and, collectively, the "Sussex County Releasors"), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, Power Partners and its past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, sureties (including, but not limited to, Travelers Casualty and Surety Company of America) attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a "Power Partners Released Party" and, collectively, the "Power Partners Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Sussex County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Sussex County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the Sussex County Parties' ability to enforce this Agreement or to defend any action by Power Partners to enforce this Agreement.

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

F. The SunLight Entities' and Settling Principals' Release to the Sussex County Parties. Upon payment of the SunLight Cash Payment and the SunLight Tax Equity Payment, the SunLight Entities and Settling Principals, for themselves, and their respective past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates,

related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "SunLight Releasor," and, collectively, the "SunLight Releasors"), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, the Sussex County Released Parties, jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Sussex County Renewable Energy Program. The foregoing general release shall extend to all claims for litigation expenses, attorneys' fees, injunctive relief, specific performance, compensatory damages of any kind, liquidated or statutory damages, punitive damages, and any and all other damages whatsoever relating to the Sussex County Renewable Energy Program. Notwithstanding the foregoing, nothing in this release shall restrict the SunLight Entities and Settling Principals' ability to enforce this Agreement or to defend any action by the Sussex County Parties to enforce this Agreement.

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

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

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

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

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

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

ARTICLE IV. GENERAL PROVISIONS

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

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

C. Non-Disparagement. Following the Effective Date of this Agreement, the Parties hereto, to the extent of their respective officers and/or employees, agents, successors and/or assigns under their direct direction and control, as the case may be, agree not to communicate or publish, directly or indirectly, to any third person or non-Party to this Agreement, any disparaging remarks or comments or information about the other Party, its employment or business practices, their customers, their members, their shareholders, their Board of Directors, and/or their employees relating to the Sussex County Renewable Energy Program. "Disparaging" remarks, comments or statements for purposes hereof are those that impugn the character, honesty, integrity or morality or business acumen or

abilities in connection with any aspect of the operation of business of the Party being disparaged. To be clear, the Parties acknowledge and agree that the limitations of this Paragraph shall not apply to disparaging communications or publications made by third parties or any non-Party to this Agreement, over whom the Parties hereto exercise no direction or control.

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

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

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

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

H. No Prior Transfer of Claims. Except as set forth in Consent No. 3, the Parties represent and warrant that they have not prior to the Effective Date sold, assigned, or otherwise set over to any other person or entity, any claim, lien, demand, cause of action, offset, liability, obligation, or damage covered by this Agreement.

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

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

arising from this Agreement shall be brought in any state or federal court of competent jurisdiction located in the State of New Jersey.

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

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

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

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

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

P. Power Partners' Acknowledgment of Consent No. 3. Power Partners expressly acknowledges the terms of Consent No. 3 and hereby agrees not to contest the validity of any terms therein.

Q. MCIA Acting At Direction of Sussex County. MCIA and Sussex County hereby acknowledge that, excepting the provisions herein relating to the release of claims as between the MCIA and Sussex County, the MCIA is entering this Agreement at the direction of Sussex County.

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

If to Power Partners MasTec, LLC:

Michele Laine, Esq.
800 Douglas Road, 12th floor
Coral Gables, FL 33134
michele.laine@mastec.com

With a copy to:

Louis A. Modugno, Esq.
McElroy, Deutsch, Mulvaney & Carpenter, LLP
1300 Mount Kemble Avenue
Morristown, NJ 07960
lmodugno@mdmc-law.com

If to Sussex County:

Freeholder Director
c/o John Eskilson
Sussex County Administrative Center
1 Spring Street
Newton, NJ 07860

With a copy to:

Dennis McConnell, Esq.
Sussex County Counsel
Sussex County Administrative Center
1 Spring Street
Newton, NJ 07860

If to the Morris County Improvement Authority:

John Bonanni
Chairman
P.O. Box 900
Morristown, NJ 07963
jbonanni@co.morris.nj.us

With a copy to:

Stephen B. Pearlman, Esq.
Pearlman & Miranda, LLC
2 Broad St.
Bloomfield, NJ 07003
spearlman@pearlmanmiranda.com

If to any of the SunLight Entities:
c/o SunLight General Capital LLC
28 W. 44th Street, Suite 1011
New York, NY 10036

With a copy to:
Michael Stein, Esq.
Pashman Stein, P.C.
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to Stacey Hughes:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to Edouard Klehe:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to James Mann:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

If to David Wolf:
c/o Paul S. Hollander, Esq.
Okin, Hollander & DeLuca, L.L.P.
One Parker Plaza, 12th Floor
400 Kelby Street
Fort Lee, NJ 07024
phollander@ohdlaw.com

If to Bill Zachary:
c/o Michael Stein, Esq.
Pashman Stein, P.C.
Court Plaza South
21 Main Street
Hackensack, NJ 07601
mstein@pashmanstein.com

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

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

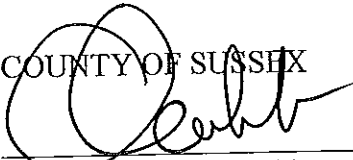
POWER PARTNERS MASTEC, LLC

Name:
Title:

MORRIS COUNTY IMPROVEMENT AUTHORITY

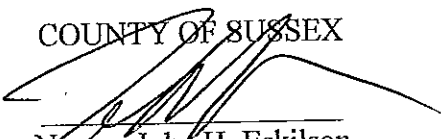
Name: John Bonanni
Title: Chairman

COUNTY OF SUSSEX



Name: Phillip R. Crabb
Title: Freeholder Director

COUNTY OF SUSSEX



Name: John H. Eskilson
Title: Clerk of the Board

SUNLIGHT GENERAL SUSSEX SOLAR, LLC

Name:
Title:

SUNLIGHT GENERAL SUSSEX HOLDINGS, LLC

Name:
Title:

SUNLIGHT GENERAL NJC SOLAR, LLC

Name:
Title:

NJC SOLAR DEVELOPMENT COMPANY, LLC

Name:
Title:

SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

Name:
Title:

SUNLIGHT GENERAL CAPITAL LLC

Name:
Title:

AZIMUTH 180 SOLARELECTRIC, LLC

Name:

Title:

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

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

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

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

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

EXHIBIT A

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

POWER PARTNERS MASTEC, LLC,

Petitioner,

-against-

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

Respondents.

Civil No.: 14-5155 (CCC)

CONSENT ORDER

THIS MATTER having been opened to the Court by Petitioner, Power Partners MasTec, LLC's ("MasTec"), by and through its attorneys, McElroy, Deutsch, Mulvaney & Carpenter, LLP, and Goldberg Segalla, LLP, and Respondents, SunLight General Somerset Solar, LLC, SunLight General Morris Solar, LLC, SunLight General Sussex Solar, LLC (collectively, "SunLight"), by and through their counsel, Pashman Stein, PC, and the parties having reached an agreement to settle the entire case and controversy as between and among them in this litigation; and for good cause shown,

IT IS on this ____ day of _____, 2015

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

Hon. Claire C. Cecchi,
United States District Judge

The following parties consent
To the entry of this Order

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

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

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

By: _____
BRENDAN M. WALSH, Esq.
21 Main Street, Suite 100
Hackensack, New Jersey 07601

EXHIBIT C

DRAW PAPERS

February __, 2015

U.S. Bank National Association, as Trustee

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

Dear Sir or Madam:

Pursuant to (i) Section 510(c) of that certain "Lease Purchase Agreement Sussex County Renewable Energy Program, Series 2011" dated as of December 1, 2011 (the "**Company Lease Agreement**") by and between The Morris County Improvement Authority (the "**Authority**"), as lessor, and Sunlight General Sussex Solar, LLC, a New Jersey limited liability company (the "**Company**"), as lessee, and (ii) Section 5.02(2) of the Authority's bond resolution duly adopted September 28, 2011, and entitled "Resolution Authorizing the Issuance of County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 and Additional Bonds of The Sussex County Improvement Authority", as amended and supplemented (the "*Bond Resolution*") and (iii) with respect to the Renewable Energy Projects, or as applicable, any Completion Project related thereto (the "**Renewable Energy Projects**") being developed for any of the Series 2011 Local Unit (the "**Licensors**") (capitalized terms not defined in this Certificate shall have the respective meanings ascribed to such terms in the Company Lease Agreement), the Company, by its Authorized Officer stated below, **DOES HEREBY CERTIFY** and **REQUISITION** moneys on deposit in the Project Fund and held by U.S. Bank National Association, as trustee (the "**Trustee**") for the holders of the Series 2011 Bonds, as follows:

1. The Trustee is hereby requested to pay \$6,292,966.00 from moneys on deposit in the Project Fund equal to the aggregate Project Costs for which payment or reimbursement is being sought by this requisition, \$6,292,966.00 of which aggregate amount shall be payable in accordance with Schedule A attached hereto:

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

Agreement for the Licensor. The Company represents that the conditions of this Section 2(a) have been met to the best of its knowledge.

[Remainder of page left intentionally blank.]

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

By: _____

Name: John Bonanni
Title: Chairman

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

Very truly yours,

SUNLIGHT GENERAL SUSSEX
SOLAR, LLC

By: Sunlight General Capital
Management, LLC, its
Manager

By: _____

Name: Stacey L. Hughes
Title: Authorized Signatory

ATTEST:

By: _____

Name:
Title:

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

By: GABEL ASSOCIATES, INC., AS
CONSTRUCTION MANAGER

By: _____
Name:
Title:

Schedule A
[To Draw Papers]

Requisition Payment Schedule

Date	Amount to be paid from Administrative Expense Account
Upon notification to the Trustee that Power Partners has filed with the Supreme Court of New Jersey correspondence consenting to the dissolution of the stay of the Trial Court's order discharging Power Partners' Municipal Mechanics Liens and limiting the scope of its Construction Liens.	\$6,292,966.00 all of which shall be paid to Power Partners Mastec, LLC via wire transfer.

Power Partners Mastec, LLC Wire Instructions:

Bank Name: [REDACTED]
ABA / Routing #: [REDACTED]
Address: [REDACTED]
City, State: [REDACTED]
Beneficiary Name: [REDACTED]
Address: [REDACTED]
City, State: [REDACTED]
Account Number: [REDACTED]

EXHIBIT D
Intentionally Left Blank

EXHIBIT E

Sunlight General (Sussex) and Po

<i>Claimant</i>	<i>Filed With</i>	<i>Project County</i>	<i>Property/Site</i>
Pure Power Systems, Inc.		Sussex	
Power Partners Mastec, LLC	Sussex County Clerk	Sussex	See Worldox ID 117897 Sussex County Community College
Turtle & Hughes, Inc.	MCIA	Sussex	Community College
		Sussex	Byram Lakes Elementary & Intermediate Schools; High Point Regional High School
Mehl Electric Company, Inc.	MCIA		
		Sussex	
East Coast Alternative Energy	MCIA		Not Specified
KG Solar & Renewable Energy, LLC 6/25/2013	Sussex County Clerk	Sussex	See list of properties attached to lien Sussex County Community College Byram Lakes Elementary School
		Sussex	Kittany High School
			Franklin High School Merriam Elementary School
Protek Park, Inc.	MCIA Secretary		
Aerotek, Inc.	MCIA	Sussex	Not Specified
	Superior Court Sussex County		
United Rentals		Sussex	SCCC
Total Sussex			

Power Partners MasTec Liens

Date Filed	Contract Party	Amount	Type of Lien or Claim
5/30/2013	SunLight General Sussex, LLC	\$9,543,864.61	Claim against Payment Bond
3/12/2013	SunLight General Sussex, LLC	\$9,543,864.61	Construction Lien
1/22/2013	Solar Nation, Inc.	\$ 9,060.04	Municipal Mechanics' Lien
6/14/2013	Power Partners Mastec, LLC	\$ 118,064.77	Municipal Mechanics' Lien/ Construction Lien
6/17/2013	Power Partners Mastec, LLC	\$ 169,643.72	Municipal Mechanics' Lien
	leasehold interest of SunLight General Sussex, LLC	\$ 447,261.08	Construction Lien
7/29/2013	Power Partners Mastec, LLC	\$ 19,536.25	Municipal Mechanics' Lien
9/13/2013	Power Partners Mastec, LLC	\$ 656,802.22	Municipal Mechanics' Lien
5/23/2014	Sussex County Community College (lien); Solar Nation (contract)	\$102,548.27	Municipal Mechanics' Lien and Civil Complaint
		\$ 1,420,368.08	

EXHIBIT F

Louis A. Modugno
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

GOLDBERG SEGALLA, LLP
902 Carnegie Center/Suite 100
Princeton, New Jersey 08540-6530
(609) 986-1300

Attorneys for Plaintiff,
Power Partners MasTec, LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

MORRIS COUNTY IMPROVEMENT
AUTHORITY, SOMERSET COUNTY
IMPROVEMENT AUTHORITY, STACEY
HUGHES, EDOUARD KLEHE, JAMES
MANN, DAVID WOLF, BILL ZACHARY,
JOHN DOES 1-100, ABC ENTITIES 1-100,
being fictitious names of persons and entities
that participated in the diversion of trust
funds,

Defendants.

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

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

IT IS STIPULATED AND AGREED by and between the attorneys for Plaintiff,
Power Partners Mastec, LLC, and the Defendants, Morris County Improvement
Authority, Somerset County Improvement Authority, Stacey Hughes, Edouard Klehe,

James Mann, David Wolf, Bill Zachary, that pursuant to FRCP 41(a)(1)(A)(ii), the claims and causes of action asserted by and between the parties in the above matter are hereby dismissed with prejudice and without costs to either party.

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

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

SILLS, CUMMIS, & GROSS, P.C.
Attorneys for Defendant,
Somerset County Improvement Authority

By: _____
JAMES M. HIRSCHHORN, Esq.
One Riverfront Plaza
Newark, New Jersey 07102

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

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

PASHMAN STEIN, PC
Attorneys for Defendants,
Stacey Hughes, Edouard Klehe,
James Mann, and Bill Zachary

By: _____
BRENDAN M. WALSH, Esq.
21 Main Street, Suite 100
Hackensack, New Jersey 07601

OKIN, HOLLANDER & DELUCA, LLP
Attorneys for Defendant,
David Wolf

By: _____
PAUL S. HOLLANDER, ESQ.
One Parker Plaza, 12th Floor
400 Kelby Street
Fort Lee, New Jersey 07024

Exhibit G

Louis A. Modugno, Esq. (Attorney ID No. 018131995)
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

Attorneys for Plaintiff,
Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL SUSSEX SOLAR, LLC
AND MORRIS COUNTY IMPROVEMENT
AUTHORITY

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC,
U.S. BANK, N.A., KG SOLAR AND
RENEWABLE ENERGY, LLC, MEHL
ELECTRIC COMPANY, INC., JOHN DOES
1-100, ABC ENTITIES 1-100, being
fictitious names of persons and
entities that may be adversely
effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SUSSEX COUNTY

Docket No.: L-678-13

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

It is hereby stipulated and agreed by and between
Inglesino, Wyciskala & Taylor, LLC, counsel for Defendant,
Morris County Improvement Authority ("MCIA"); Pashman Stein,
P.C., counsel for Defendant, Sunlight General Sussex Solar,

LLC ("Sunlight"), and nominal party Sunlight General Capital, LLC; McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC ("Mastec"); Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association; and Gaccione Pomaco, P.C., counsel for Nominal Defendant, Mehl Electric Company, Inc., that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

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

By: _____
LOUIS A. MODUGNO

PASHMAN STEIN, P.C.
Attorneys for Defendant,
Sunlight General Sussex Solar, and
Nominal Defendant,
Sunlight General Capital, LLC

By: _____
BRENDAN M. WALSH

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

HARTMAN & WINNICKI, P.C.
Attorneys for Nominal Defendant,
U.S. Bank National Association

By: _____
JON E. LINDER, ESQ.

GACCIONE POMACO, P.C.
Attorneys for Nominal Defendant,
Mehl Electric Company, Inc.

By: _____
ALDO DiTROLIO

Exhibit H

Louis A. Modugno, Esq. (Attorney ID No. 018131995)
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

Attorneys for Plaintiff,
Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL MORRIS SOLAR,
LLC, SUNLIGHT GENERAL SUSSEX
SOLAR, LLC and MORRIS COUNTY
IMPROVEMENT AUTHORITY,

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC,
U.S. BANK, N.A., KG SOLAR AND
RENEWABLE ENERGY, LLC, MEHL
ELECTRIC COMPANY, INC., PURE POWER
SYSTEMS, INC., LONG ELECTRIC and
JOHN DOES 1-100, ABC ENTITIES 1-
100, being fictitious names of
persons and entities that may be
adversely effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Docket No.: MRS-L-738-14

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

It is hereby stipulated and agreed by and between
Inglesino, Wyciskala & Taylor, LLC (formerly Inglesino,

Pearlman, Wyciskala & Taylor, LLC), counsel for Defendant, Morris County Improvement Authority ("MCIA"); McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC ("Mastec"); Pashman Stein, P.C., counsel for Defendants, SunLight General Morris Solar and SunLight General Sussex Solar, LLC (collectively, "SunLight") and Nominal Defendant, SunLight General Capital, LLC; Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association, Gaccione Pomaco, P.C., counsel for Nominal Defendant, Mehl Electric Company, Inc., that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

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

By: _____
LOUIS A. MODUGNO

PASHMAN STEIN, P.C.
Attorneys for Defendant,
Sunlight General Morris Solar, LLC,
Sunlight General Sussex Solar, LLC, and
Nominal Defendant,
Sunlight General Capital, LLC

By: _____
MICHAEL S. STEIN

HARTMAN & WINNICKI, P.C.
Attorneys for Nominal Defendant,
U.S. Bank National Association

By: _____
JON E. LINDER

GACCIONE POMACO, P.C.
Attorneys for Nominal Defendant,
Mehl Electric Company, Inc.

By: _____
ALDO DiTROLIO

EXHIBIT I

UNBUILT SUSSEX SGFS
(Subject to Change)

<u>Location</u>	<u>Install</u>	<u>Original kW</u>
Kittatinny School	Roof	105.27
Sparta Middle School	Roof	178.64
	Canopy	352.28
	Ground	268.40
Sparta High School	Roof	380.22
Hardyston School	Ground	427.02
Sparta Alpine School	Roof	137.94
	Canopy	148.01
Votech	South Array	549.00
	North Array	581.00
	Ballasted Lot	182.00

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

POWER PARTNERS MASTEC, LLC,

Petitioner,

-against-

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

Respondents.

Civil No.: 14-5155 (CCC)

CONSENT ORDER

THIS MATTER having been opened to the Court by Petitioner, Power Partners MasTec, LLC's ("MasTec"), by and through its attorneys, McElroy, Deutsch, Mulvaney & Carpenter, LLP, and Goldberg Segalla, LLP, and Respondents, SunLight General Somerset Solar, LLC, SunLight General Morris Solar, LLC, SunLight General Sussex Solar, LLC (collectively, "SunLight"), by and through their counsel, Pashman Stein, PC, and the parties having reached an agreement to settle the entire case and controversy as between and among them in this litigation; and for good cause shown,

IT IS on this ____ day of _____, 2015

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

Hon. Claire C. Cecchi,
United States District Judge

The following parties consent
To the entry of this Order

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

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

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

By: _____
BRENDAN M. WALSH, Esq.
21 Main Street, Suite 100
Hackensack, New Jersey 07601

EXHIBIT C

DRAW PAPERS

February __, 2015

U.S. Bank National Association, as Trustee

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

Dear Sir or Madam:

Pursuant to (i) Section 510(c) of that certain "Lease Purchase Agreement Sussex County Renewable Energy Program, Series 2011" dated as of December 1, 2011 (the "**Company Lease Agreement**") by and between The Morris County Improvement Authority (the "**Authority**"), as lessor, and Sunlight General Sussex Solar, LLC, a New Jersey limited liability company (the "**Company**"), as lessee, and (ii) Section 5.02(2) of the Authority's bond resolution duly adopted September 28, 2011, and entitled "Resolution Authorizing the Issuance of County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 and Additional Bonds of The Sussex County Improvement Authority", as amended and supplemented (the "**Bond Resolution**") and (iii) with respect to the Renewable Energy Projects, or as applicable, any Completion Project related thereto (the "**Renewable Energy Projects**") being developed for any of the Series 2011 Local Unit (the "**Licensor**") (capitalized terms not defined in this Certificate shall have the respective meanings ascribed to such terms in the Company Lease Agreement), the Company, by its Authorized Officer stated below, **DOES HEREBY CERTIFY** and **REQUISITION** moneys on deposit in the Project Fund and held by U.S. Bank National Association, as trustee (the "**Trustee**") for the holders of the Series 2011 Bonds, as follows:

1. The Trustee is hereby requested to pay \$6,292,966.00 from moneys on deposit in the Project Fund equal to the aggregate Project Costs for which payment or reimbursement is being sought by this requisition, \$6,292,966.00 of which aggregate amount shall be payable in accordance with Schedule A attached hereto:

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

Agreement for the Licensor. The Company represents that the conditions of this Section 2(a) have been met to the best of its knowledge.

[Remainder of page left intentionally blank.]

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

By: _____

Name: John Bonanni
Title: Chairman

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

Very truly yours,

SUNLIGHT GENERAL SUSSEX
SOLAR, LLC

By: Sunlight General Capital
Management, LLC, its
Manager

By: _____

Name: Stacey L. Hughes
Title: Authorized Signatory

ATTEST:

By: _____

Name:
Title:

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

By: GABEL ASSOCIATES, INC., AS
CONSTRUCTION MANAGER

By: _____
Name:
Title:

Schedule A
[To Draw Papers]

Requisition Payment Schedule

Date	Amount to be paid from Administrative Expense Account
Upon notification to the Trustee that Power Partners has filed with the Supreme Court of New Jersey correspondence consenting to the dissolution of the stay of the Trial Court's order discharging Power Partners' Municipal Mechanics Liens and limiting the scope of its Construction Liens.	\$6,292,966.00 all of which shall be paid to Power Partners Mastec, LLC via wire transfer.

Power Partners Mastec, LLC Wire Instructions:

Bank Name: [REDACTED]
ABA / Routing #: [REDACTED]
Address: [REDACTED]
City, State: [REDACTED]
Beneficiary Name: [REDACTED]
Address: [REDACTED]
City, State: [REDACTED]
Account Number: [REDACTED]

EXHIBIT D
Intentionally Left Blank

EXHIBIT E

Sunlight General (Sussex) and Po

<i>Claimant</i>	<i>Filed With</i>	<i>Project County</i>	<i>Property/Site</i>
Pure Power Systems, Inc.		Sussex	
Power Partners Mastec, LLC	Sussex County Clerk	Sussex	See Worldox ID 117897 Sussex County
Turtle & Hughes, Inc.	MCIA	Sussex	Community College
		Sussex	Byram Lakes Elementary & Intermediate Schools; High Point Regional High School
Mehl Electric Company, Inc.	MCIA		
		Sussex	Not Specified
East Coast Alternative Energy	MCIA		
KG Solar & Renewable Energy, LLC 6/25/2013	Sussex County Clerk	Sussex	See list of properties attached to lien Sussex County Community College Byram Lakes Elementary School
		Sussex	Kittany High School
			Franklin High School Merriam Elementary School
Protek Park, Inc.	MCIA Secretary		
Aerotek, Inc.	MCIA	Sussex	Not Specified
	Superior Court Sussex County		
United Rentals		Sussex	SCCC
Total Sussex			

Power Partners Mastec Liens

<i>Date Filed</i>	<i>Contract Party</i>	<i>Amount</i>	<i>Type of Lien or Claim</i>
5/30/2013			Claim against Payment Bond
3/12/2013	SunLight General Sussex, LLC	\$9,543,864.61	Construction Lien
1/22/2013	Solar Nation, Inc.	\$ 9,060.04	Municipal Mechanics' Lien
6/14/2013	Power Partners Mastec, LLC	\$ 118,064.77	Municipal Mechanics' Lien/ Construction Lien
6/17/2013	Power Partners Mastec, LLC	\$ 169,643.72	Municipal Mechanics' Lien
	leasehold interest of SunLight General Sussex, LLC	\$ 447,261.08	Construction Lien
7/29/2013	Power Partners Mastec, LLC	\$ 19,536.25	Municipal Mechanics' Lien
9/13/2013	Power Partners Mastec, LLC	\$ 656,802.22	Municipal Mechanics' Lien
5/23/2014	Sussex County Community College (lien); Solar Nation (contract)	\$102,548.27	Municipal Mechanics' Lien and Civil Complaint
		\$ 1,420,368.08	

EXHIBIT F

Louis A. Modugno
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

GOLDBERG SEGALLA, LLP
902 Carnegie Center/Suite 100
Princeton, New Jersey 08540-6530
(609) 986-1300

Attorneys for Plaintiff,
Power Partners MasTec, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

MORRIS COUNTY IMPROVEMENT
AUTHORITY, SOMERSET COUNTY
IMPROVEMENT AUTHORITY, STACEY
HUGHES, EDOUARD KLEHE, JAMES
MANN, DAVID WOLF, BILL ZACHARY,
JOHN DOES 1-100, ABC ENTITIES 1-100,
being fictitious names of persons and entities
that participated in the diversion of trust
funds,

Defendants.

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

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

IT IS STIPULATED AND AGREED by and between the attorneys for Plaintiff,
Power Partners Mastec, LLC, and the Defendants, Morris County Improvement
Authority, Somerset County Improvement Authority, Stacey Hughes, Edouard Klehe,

James Mann, David Wolf, Bill Zachary, that pursuant to FRCP 41(a)(1)(A)(ii), the claims and causes of action asserted by and between the parties in the above matter are hereby dismissed with prejudice and without costs to either party.

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

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

SILLS, CUMMIS, & GROSS, P.C.
Attorneys for Defendant,
Somerset County Improvement Authority

By: _____
JAMES M. HIRSCHHORN, Esq.
One Riverfront Plaza
Newark, New Jersey 07102

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

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

PASHMAN STEIN, PC
Attorneys for Defendants,
Stacey Hughes, Edouard Klehe,
James Mann, and Bill Zachary

By: _____
BRENDAN M. WALSH, Esq.
21 Main Street, Suite 100
Hackensack, New Jersey 07601

OKIN, HOLLANDER & DELUCA, LLP
Attorneys for Defendant,
David Wolf

By: _____
PAUL S. HOLLANDER, ESQ.
One Parker Plaza, 12th Floor
400 Kelby Street
Fort Lee, New Jersey 07024

Exhibit G

Louis A. Modugno, Esq. (Attorney ID No. 018131995)
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

Attorneys for Plaintiff,
Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL SUSSEX SOLAR, LLC
AND MORRIS COUNTY IMPROVEMENT
AUTHORITY

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC,
U.S. BANK, N.A., KG SOLAR AND
RENEWABLE ENERGY, LLC, MEHL
ELECTRIC COMPANY, INC., JOHN DOES
1-100, ABC ENTITIES 1-100, being
fictitious names of persons and
entities that may be adversely
effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SUSSEX COUNTY

Docket No.: L-678-13

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

It is hereby stipulated and agreed by and between
Inglesino, Wyciskala & Taylor, LLC, counsel for Defendant,
Morris County Improvement Authority ("MCIA"); Pashman Stein,
P.C., counsel for Defendant, Sunlight General Sussex Solar,

LLC ("Sunlight"), and nominal party Sunlight General Capital, LLC; McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC ("Mastec"); Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association; and Gaccione Pomaco, P.C., counsel for Nominal Defendant, Mehl Electric Company, Inc., that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

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

By: _____
LOUIS A. MODUGNO

PASHMAN STEIN, P.C.
Attorneys for Defendant,
Sunlight General Sussex Solar, and
Nominal Defendant,
Sunlight General Capital, LLC

By: _____
BRENDAN M. WALSH

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

HARTMAN & WINNICKI, P.C.
Attorneys for Nominal Defendant,
U.S. Bank National Association

By: _____
JON E. LINDER, ESQ.

GACCIONE POMACO, P.C.
Attorneys for Nominal Defendant,
Mehl Electric Company, Inc.

By: _____
ALDO DiTROLIO

Exhibit H

Louis A. Modugno, Esq. (Attorney ID No. 018131995)
McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 Mt. Kemble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075
(973) 993-8100

Attorneys for Plaintiff,
Power Partners Mastec, LLC

POWER PARTNERS MASTEC, LLC,

Plaintiff,

v.

SUNLIGHT GENERAL MORRIS SOLAR,
LLC, SUNLIGHT GENERAL SUSSEX
SOLAR, LLC and MORRIS COUNTY
IMPROVEMENT AUTHORITY,

Defendants,

and

SUNLIGHT GENERAL CAPITAL, LLC,
U.S. BANK, N.A., KG SOLAR AND
RENEWABLE ENERGY, LLC, MEHL
ELECTRIC COMPANY, INC., PURE POWER
SYSTEMS, INC., LONG ELECTRIC and
JOHN DOES 1-100, ABC ENTITIES 1-
100, being fictitious names of
persons and entities that may be
adversely effected by a judgment,

Nominal Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Docket No.: MRS-L-738-14

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

It is hereby stipulated and agreed by and between
Inglesino, Wyciskala & Taylor, LLC (formerly Inglesino,

Pearlman, Wyciskala & Taylor, LLC), counsel for Defendant, Morris County Improvement Authority ("MCIA"); McElroy, Deutsch, Mulvaney & Carpenter, LLP, counsel for Plaintiff, Power Partners Mastec, LLC ("Mastec"); Pashman Stein, P.C., counsel for Defendants, SunLight General Morris Solar and SunLight General Sussex Solar, LLC (collectively, "SunLight") and Nominal Defendant, SunLight General Capital, LLC; Hartman & Winnicki, P.C., counsel for Nominal Defendant, U.S. Bank National Association, Gaccione Pomaco, P.C., counsel for Nominal Defendant, Mehl Electric Company, Inc., that, pursuant to R. 4:37-1(a), all claims asserted in the above-captioned matter are hereby dismissed with prejudice and without costs.

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorneys for Defendant,
Morris County Improvement Authority

By: _____
WILLIAM W. NORTHGRAVE, Esq.
75 Livingston Avenue
Roseland, New Jersey 07068

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

By: _____
LOUIS A. MODUGNO

PASHMAN STEIN, P.C.
Attorneys for Defendant,
Sunlight General Morris Solar, LLC,
Sunlight General Sussex Solar, LLC, and
Nominal Defendant,
Sunlight General Capital, LLC

By: _____
MICHAEL S. STEIN

HARTMAN & WINNICKI, P.C.
Attorneys for Nominal Defendant,
U.S. Bank National Association

By: _____
JON E. LINDER

GACCIONE POMACO, P.C.
Attorneys for Nominal Defendant,
Mehl Electric Company, Inc.

By: _____
ALDO DiTROLIO

EXHIBIT I

UNBUILT SUSSEX SGFS
(Subject to Change)

<u>Location</u>	<u>Install</u>	<u>Original kW</u>
Kittatinny School	Roof	105.27
Sparta Middle School	Roof	178.64
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Sparta High School	Roof	380.22
Hardyston School	Ground	427.02
Sparta Alpine School	Roof	137.94
	Canopy	148.01
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	North Array	581.00
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