

Exhibit B

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

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

B. 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 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 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 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 Releasors hereby unconditionally and irrevocably give up and release, to the full extent permitted by law the SunLight Entities and Settling Principals, individually and collectively, and their respective past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, heirs, estates, legatees, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, financial advisors, consultants, and representatives of any and all kind (each a "SunLight Released Party," and, collectively, the "SunLight Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the 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 A

[Attach Form of Consent No. 3]

Amendment and Consent No. 3
(Sussex County Renewable Energy Program, Series 2011)

by and among

MORRIS COUNTY IMPROVEMENT AUTHORITY,

COUNTY OF SUSSEX, NEW JERSEY,

U.S. BANK NATIONAL ASSOCIATION

SUNLIGHT GENERAL NJC SOLAR LLC

SUNLIGHT GENERAL SUSSEX HOLDINGS, LLC

SUNLIGHT GENERAL SUSSEX SOLAR, LLC

SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

[AS ACKNOWLEDGED BY CERTAIN SERIES 2011 LOCAL UNITS]

dated as of February __, 2015

with respect to Morris County Improvement Authority's
\$26,715,000 original aggregate principal amount of
County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable)

THIS "AMENDMENT AND CONSENT NO. 3 (Sussex County Renewable Energy Program, Series 2011)" dated as of February __, 2015 (as the same may be amended or supplemented in accordance with its terms, this "Consent No. 3"), by and among the MORRIS COUNTY IMPROVEMENT AUTHORITY (including any successor and assigns, the "Authority"), the COUNTY OF SUSSEX, NEW JERSEY (the "County"), U.S. BANK NATIONAL ASSOCIATION (including any successor and assigns, the "Trustee"), SUNLIGHT GENERAL NJC SOLAR LLC, a New Jersey limited liability company (including any successor and assigns, (the "Investment Company"), SUNLIGHT GENERAL SUSSEX HOLDINGS, LLC, a New Jersey limited liability company (including any successor and assigns, the "Holding Company"), SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC, a Delaware limited liability company ("SLG Capital") and SUNLIGHT GENERAL SUSSEX SOLAR, LLC, a New Jersey limited liability company (including any successor and assigns, the "Project Company," and is sometimes referred to in the Program Documents as the "Company"), as acknowledged by those Series 2011 Local Units whose Series 2011 Local Unit Projects have not yet been constructed (each, an "Overdue Series 2011 Local Unit," and each respective Series 2011 Local Unit Project that has not yet been constructed, an "Overdue Series 2011 Local Unit Project").

For purposes of this Consent No. 3, the Authority, the County and the Trustee are each a "County Party," and may be collectively referred to as the "County Parties." For purposes of this Consent No. 3, the Investment Company, the Holding Company, SLG Capital, and the Project Company are each a "Company Party," and may be collectively referred to as the "Company Parties."

Each of the County Parties and the Company Parties shall be considered Parties with respect to the Prior Consents (as hereinafter defined), shall be considered a "Party" to this Consent No. 3, and collectively, may be referred to as the "Parties" to this Consent No. 3. The Overdue Series 2011 Local Units shall each be considered an acknowledgement party to this Consent No. 3.

WHEREAS, the Parties and the Series 2011 Local Units referenced and defined therein entered into that certain "Amendment and Consent No. 1 (Sussex County Renewable Energy Program, Series 2011)" dated as of December 1, 2012 ("Consent No. 1");

WHEREAS, the Parties referenced and defined therein entered into that certain "Amendment and Consent No. 2 (Sussex County Renewable Energy Program, Series 2011)" dated as of October 1, 2013 ("Consent No. 2" and together with Consent No. 1, the "Prior Consents");

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

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

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

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

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

WHEREAS, pursuant to Section 4(g) of Consent No. 1, the Authority hereby concludes that all of the Series 2011 Local Units, except as otherwise set forth herein with respect to the Overdue Series 2011 Local Units, shall be deemed unaffected Series 2011 Local Units; accordingly, their execution of this Consent No. 3 is not required; and

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

Section 1. Definitions; Amendment.

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

(b) Capitalized terms not defined in this Consent No. 3 shall have the respective meanings ascribed to such terms in the Prior Consents.

(c) Terms used in this Consent No. 3 and not otherwise defined or revised herein or in the Prior Consents shall have the meaning ascribed to such terms in the Bond Resolution.

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

(e) Any reference to a Prior Program Document in this Consent No. 3 shall mean such Program Document as defined in, and as may be amended or supplemented by, the Prior Consents, prior to its amendment and supplement hereby.

(f) The provisions of this Consent No. 3, by their terms set forth herein, hereby automatically amend and supplement the Program Documents without any further reference to amendment and supplement each time a provision of the Program Document is updated in accordance with the terms of this Consent No. 3. Accordingly, any conflict between the Prior Program Documents and this Consent No. 3 shall be controlled by the terms of this Consent No. 3.

(g) Any references herein to determinations to be made, or acts to be taken, by the Authority, shall only obligate the Authority to make such determinations or perform such acts if so directed by the County.

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

The Trustee and Authority hereby waive: (i) all Defaults; and (ii) all defaults or Events of Defaults caused by the Company under the Program Documents up through the effective date hereof, not identified in the Trustee Default Notice or Authority Default Notice (the "*Authority Waiver*"). For avoidance of doubt, the Parties hereby agree that as of the date hereof, the Company shall not be considered to have caused a default or an Event of Default under the Program Documents. The specific terms of the Authority Waiver as to certain of the Defaults, defaults, or Events of Default caused by the Company are set forth further herein. To the extent certain of the Defaults, defaults, or Events of Default occurring prior to the date hereof are not specifically addressed in this Consent No. 3, the Authority and Trustee shall be deemed to have waived same without qualification. Nothing herein shall be construed to limit the Authority's right to enforce the Program Documents and pursue any remedy provided for therein (including remedies provided for in this Consent No. 3) from the date hereof forward. The waiver of any breach of this Consent No. 3's terms shall not constitute or be a waiver of any breach of any other terms; nor shall any failure to enforce this Consent No. 3's terms be a waiver at such time, or at any future time, of such term or of any of this Consent No. 3's other terms.

Section 3. Program Document Amendments and Supplements.

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

(ii) Irrespective of the Company's role in construction of the Overdue Series 2011 Local Unit Projects, the Company hereby agrees to cooperate and assist any and all parties involved in the implementation of the construction and placing in service of the Overdue Series 2011 Local Unit Projects by, but not only: (i) facilitating access to the previously purchased inventory and engineering designs earmarked for the respective Overdue Series 2011 Local Unit Projects; (ii) submitting requisitions, within three (3) business days of receipt of all information reasonably needed for such purpose, to the Trustee to release funds from the Project Fund for construction of such Overdue Series 2011 Local Unit Projects; (iii) executing contracts with third parties to perform construction of the Overdue Series 2011 Local Units Projects upon terms amenable to the County; (iv) making any and all filings to qualify the respective projects for SRECs; (v) acquiring any and all necessary permits for the overdue Series 2011 Local Unit Projects; and (vi) providing access to all information relevant to the roof warranties, roof surveys, as-builts, maintenance schedules, project manuals, copies of all government approvals,

and applications, engineering designs, and any documentation relating to any Series 2011 Local Unit Project (whether built or overdue).

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

(iv) For avoidance of doubt, simultaneously with the execution of this Consent No. 3, the Company shall provide the Authority one (1) hard copy and one (1) electronic copy of the following relating to each Series 2011 Local Unit Project, whether previously built or overdue, as applicable: (i) Plans and Specifications; (ii) all local permits and approvals obtained including a complete record of the status of any unsecured permits or approvals, identifying all payments made to the respective local body, and all outstanding payment obligations, relating to

such unsecured permits or approvals; (iii) contact information for all contractors engaged in connection with the Overdue Series 2011 Local Unit Projects, with a copy of any contracts exchanged, whether in draft form, executed, or otherwise; (iv) any other relevant work product required to construct the Overdue Series 2011 Local Unit Projects; (v) any and all local approvals that would be necessary to transfer any of the foregoing, as applicable, should the Company's role in the construction of the Overdue Series 2011 Local Unit Projects necessitate such a transfer; and (vi) all information relevant to the roof warranties. Unless the Company is directed to manage construction of the Overdue Series 2011 Local Unit Projects through the Authority Overdue Project Direction Notice, the Company shall have no obligation to revise, renew, or update the Plans and Specification or any permits and approvals previously obtained in connection with the Overdue Series 2011 Local Unit Projects. A failure to provide the information referenced in (i) – (vi) immediately above shall constitute an Event of Default under the Program Documents.

(b) Remaining Project Funds. Notwithstanding anything to the contrary in the Program Documents, any remaining Project Funds after payment to Power Partners and construction of the Overdue Series 2011 Local Unit Projects, or Project Funds anticipated to not be needed for payment to Power Partners or construction of the Overdue Series 2011 Local Unit Projects after the establishment of a final fixed price budget for the construction of the Overdue Series 2011 Local Unit Projects and computed on a "net of Section 1603 Grant" basis, may, in the sole discretion of the Authority, upon consultation with the County, be utilized: (i) to satisfy the County's obligations, or the Authority's obligation incurred on behalf of the County, pursuant to the Settlement Agreement; (ii) to repay the County for payments made, and/or the Authority for payments made on behalf of the County, in accordance with the Settlement Agreement, the County reserves the right to review and approve any and all fees associated with the cost incurred by the Authority on behalf of the County; (iii) to pay any costs associated with the Renewable Energy Projects; (iv) as security for repayment of debt service on the Series 2011A Bonds; or (v) any combination of the above. For avoidance of doubt, any Project Funds allocated in accordance with this paragraph (i.e., any Project Funds not utilized for construction of the Overdue Series 2011 Local Unit Projects) shall not offset any payment obligation the Company may have under the Program Documents or the Settlement Agreement. The Company hereby agrees to execute any Draw Paper certification authorized by this paragraph or elsewhere authorized in this Consent No. 3, submission of which shall constitute notice to the Trustee of the intended use of the Project Funds, and the Trustee hereby agrees to comply with any such notice.

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

Section 4 of Consent No. 2 is hereby amended in its entirety as follows: "Notwithstanding any provision to the contrary in the existing Program Documents, the Parties agree that (i) Sections 201(b) and 510(e) of the Company Lease Agreement, (ii) Sections 3.2 and

3.6(a) of the Power Purchase Agreement, (iii) Section 5.02(3)(b) of the Bond Resolution, and (iv) any other relevant provisions of the Program Documents, effective for all purposes therein, are hereby amended such that the Required Completion Date for the Series 2011 Local Units' (inclusive of the Overdue Series 2011 Local Units) respective Series 2011 Projects shall be extended to December 31, 2015. However, such Required Completion Date shall only be applicable to those Overdue Series 2011 Local Unit Projects for which the Company's role in constructing is substantially similar to the Company's role for constructing the Series 2011 Local Unit Projects under the Prior Program Documents. To the extent the Required Completion Date is deemed inapplicable in accordance with the above, the Authority shall, by separate notice, notify the Overdue Series 2011 Local Units of the anticipated date by which the respective Overdue Series 2011 Local Unit Projects shall be placed in service.

To the extent the December 31, 2015 Required Completion Date is applicable, it may be extended if: (i) the Company is unable to complete the Overdue Series 2011 Local Unit Projects and provides the Authority a reasonable explanation for its inability to complete such Projects, and to the extent that the Company continues to undertake reasonable and good faith efforts to complete the Projects, all in sole and reasonable discretion of the Authority; (ii) any such delays occur as a result of the action or inaction of the County Parties or the Overdue Series 2011 Local Units, but only to the extent such action or inaction by the County Parties or the Overdue Series 2011 Local Units occurs after the execution and delivery of this Consent No. 3, in which case the Company shall be entitled to a day for day extension of the December 31, 2015 deadline; or (iii) the Authority notifies the Company of its obligation to construct the respective Overdue Series 2011 Local Unit Project after the Notification Date, in which case the Company shall be entitled to a day for day extension of the December 31, 2015 deadline."

(d) Subordination of Security Interest in Additional 1603 Grant Funds and previously received Section 1603 Grant proceeds. Pursuant to the Settlement Agreement, the Authority, the County, and the Company Parties have agreed to pay Power Partners, among other things: (i) certain funds currently in the possession of the Company; and (ii) \$6,292,966 on deposit in the Project Fund (collectively, the "Settlement Funds"). A portion of the Settlement Funds may consist of Section 1603 Grant proceeds.. Notwithstanding anything to the contrary in the Program Documents, the County Parties hereby agree to subordinate any security interest in the Section 1603 Grant proceeds to Power Partners' security interest in such funds, but only to the extent of the Settlement Funds, and all Parties hereby agree that no Party shall have any claim to the Settlement Funds upon release to Power Partners. Nothing herein shall abrogate any security interest in Section 1603 Grant proceeds which are not part of the Settlement Funds and nothing herein shall abrogate the right of any Party to enforce the Program Documents or the Settlement Agreement.

(e) Disposition of Additional 1603 Grant Funds and Section 1603 Grant proceeds from the Overdue Series 2011 Local Unit Projects. The Company shall apply for and pursue Additional 1603 Grant Funds (as defined in the Settlement Agreement) in accordance

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

(f) Disposition of Additional Tax Equity Tax Equity related to the Overdue Series 2011 Local Unit Projects, and 1603 Inventory. In the event Treasury awards the Company Additional 1603 Grant Funds, the Company shall pursue Additional Tax Equity (as defined in the Settlement Agreement) in accordance with the terms and conditions set forth in the Settlement Agreement. Furthermore, to the extent any Overdue Series 2011 Local Unit Projects are constructed and placed in service, the Company shall pursue additional tax equity with respect to such sites. The Company shall use good faith efforts, but no less than the efforts employed in connection with securing the original tax equity investment in the previously constructed Series 2011 Local Unit Projects, to secure Additional Tax Equity and additional tax equity in connection with the Overdue Series 2011 Local Unit Projects. Any Additional Tax Equity secured by the Company and any additional tax equity secured in connection with the Overdue Series 2011 Local Unit Projects (none of such proceeds being payable to Power

Partners), shall be pledged to the Authority, and immediately paid to the Authority or County upon receipt by the Company, as directed by the Authority, such funds to be transferred between the Authority and County in the sole discretion of the County. For avoidance of doubt, any Additional Tax Equity or additional tax equity in connection with the Overdue Series 2011 Local Unit Projects paid to the County Parties shall offset payment obligations the Company may have under the Program Documents or.

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

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

To the extent the proceeds secured by the Company and paid to the Authority or County (as directed by the Authority and the County) consisting of Additional Tax Equity, tax equity related to the Overdue Series 2011 Local Unit Projects, Additional 1603 Grant Funds, or the proceeds of liquidated 1603 Inventory, are insufficient to repay the Authority and County for payments made to Power Partners pursuant to Article I(D) of the Settlement Agreement, the unrepaid portion shall be payable by the Company to the Authority, and such repayment shall hereby be deemed an Additional Lease Payment (unless funded by a series of Additional Bonds, in which case such repayment shall be a Basic Lease Payment obligation) owed by the Company in accordance with the Program Documents. For avoidance of doubt, the amount of the Additional Lease Payment (or in the case of issuance of Additional Bonds, the Basic Lease Payment) owed by the Company pursuant this section, if any, shall be the amount paid to Power Partners pursuant to Article I(D) of the Settlement Agreement, less the sum of the amounts paid

to the Authority or County (as directed by the Authority) by the Company consisting of Additional Tax Equity, tax equity related to the Overdue Series 2011 Local Unit Projects, Additional 1603 Grant Funds, or the proceeds of liquidated 1603 Inventory. Nothing herein shall be deemed to abrogate any other amounts owed by the Company as Additional Lease Payments which may have accrued to date.

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

(h) Payment to Power Partners. Pursuant to the Settlement Agreement, the Authority, the County, and the Company Parties have agreed to pay Power Partners \$6,292,966 now on deposit in the Project Fund in consideration for work performed by Power Partners in connection with the previously constructed Series 2011 Local Unit Projects, all of which costs are hereby deemed to be proper Project Costs under the Program Documents. In furtherance thereof, attached hereto as Appendix C are the Draw Papers to be executed by the Parties simultaneously with the execution of this Consent No. 3. The Authority agrees to waive the Draw Paper Ratio with respect to this payment to Power Partners.

(i) Amended Definitions of Basic Lease Payment Dates with respect to the Series 2011A Bonds; Additional Bonds. The Authority may, at the direction of the County, issue Additional Bonds to fund payments to be made to Power Partners pursuant to the Settlement Agreement, Administrative Expenses, and/or costs to construct the Overdue Series 2011 Local Unit Projects. If issued, the terms of the Additional Bonds shall be governed by a supplemental bond resolution of the Authority and payment of the debt service on the Additional Bonds shall constitute a Basic Lease Payment payable by the Company.

The Parties agree that the definition of "Basic Lease Payment Date" shall be amended such that the portion that relates to the payment of the Series 2011A Bonds due on June 15, 2015, which corresponding Basic Lease Payment had been due on January 15, 2015 in the amount of \$2,320,976.95, shall henceforth be due and payable on March 2, 2015. Notwithstanding any provision to the contrary in the Prior Program Documents, the Parties agree that the definition of "Basic Lease Payment Date" and "Additional Lease Payment" (Basic Lease Payments and Additional Lease Payments, whether accrued as of the date hereof or to come due in the future, collectively, the "*Company Payment Obligations*") shall be further amended such that, in the event the Company is unable to satisfy any of the Company Payment Obligations (in full and in accordance with the payment schedule set forth in the Program Documents, as amended by this Consent No. 3) due to a lack of available funds, such Company Payment Obligation shall be deferred (after deferral, a "*Deferred Company Payment Obligation*") until the earlier of: (i) the date the Company has sufficient funds on hand to satisfy such Deferred Company Payment Obligation; or (ii) the date the Authority or County declares that all or part of the Deferred Company Payment Obligations are due, so long as such date is no earlier than January 1, 2018, all subject to the prohibition against the Authority causing a Tax Benefit

Recapture Event, as provided herein. Interest shall accrue at the Overdue Rate on any Deferred Company Payment Obligation.

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

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

The Authority shall, upon the demand of the County, without limitation, direct that the Company transfer the Company's: (i) full interest in all Series 2011 Local Unit Projects at the same time; (ii) interest in less than all the Series 2011 Local Unit Projects; or (iii) interest in different Series 2011 Local Unit Projects at different times.

To the extent the Authority directs the Company to tender its interest in all of the Series 2011 Local Unit Projects, the Company's transfer of such interest shall serve to off-set the Company Payment Obligations in full and the Company shall be deemed to have no further obligations under the Program Documents. To the extent the Authority directs the Company to tender its interest in less than all Series 2011 Local Unit Projects, the Company Payment Obligations (including the Deferred Company Payment Obligations) shall be off-set in accordance with the Pro-Rata Calculation. The "Pro-Rata Calculation" dictates that each Series 2011 Local Unit Project tendered shall offset the past due Company Payment Obligations (including the Deferred Company Payment Obligations) in proportion to the percentage of the

total Series 2011 Local Unit Projects (in kW) the respective Series 2011 Local Unit represents. By way of example, if the Series 2011 Local Unit Project tendered is 100 kW in capacity, and all the constructed Series 2011 Local Unit Projects, in the aggregate, are 1 MW in capacity, then the tendering of the applicable Series 2011 Local Unit Project shall offset 10% of the Company Payment Obligations (including the Deferred Company Payment Obligations) as of that date. However, the Authority shall not direct the Company to tender its interests in any Series 2011 Local Unit Project, if such transfer of interest would constitute a Tax Benefit Recapture Event.

For avoidance of doubt, nothing herein is intended to forgive any Basic Lease Payments or Additional Lease Payments which would be owed by the Company under the Prior Program Documents, nor does this provision limit other remedies available to the Authority under the Program Documents, including, but not limited to, the acceleration of debt. Furthermore, nothing in this Consent No. 3 is intended to extend the scope of persons or entities responsible for payment of the Company Payment Obligations beyond those so responsible under the Prior Program Documents and the County Parties hereby agree not to seek recourse against any person or entity other than the Company for any unpaid Company Payment Obligations (including Deferred Company Payment Obligations).

(j) Payment Waiver. The Company's obligation to make an additional payment of \$1,235,425.00 in accordance with Section 2(f) of Consent No. 2 is hereby waived as the funds previously earmarked to satisfy this obligation are to be paid to the County Parties under the Settlement Agreement. Nothing herein shall be construed to waive any other of the Company Payment Obligations under the Prior Program Documents.

(k) County Option to Purchase SRECs. The County shall have the continuing option, exercisable in the sole discretion of the County, to purchase SRECs held by the Company. Within five (5) days of the Company's receipt of notice that the County is executing its option to purchase some or all of the SRECs held by the Company, which notice shall be delivered by the County in the form of a completed and executed "Notice for the Purchase and Sale of Renewable Energy Certificates" in the form attached hereto as Appendix D (the "*SREC Purchase Notice*") the Company shall transfer such SRECs to the County's PJM GATs account. By execution of this Consent No. 3, the Company shall be bound, without further agreement, to deliver the SRECs so requested by the County. Payment terms shall be as stated in the form of SREC Purchase Notice attached hereto.

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

sell SRECs to such third party should the County fail to deliver a completed SREC Purchase Notice prior to the expiration of the ten (10) day period.

The Parties further agree that, unless the sale of such SRECs are effectuated earlier, simultaneously with the execution of this Consent No. 3, or as shortly thereafter as may be practicable, the Company shall execute the sale of all 2015 vintage SRECs currently held by the Company, which are committed to be sold pursuant to the forward SREC contracts previously entered into by the Company. A list of all forward SREC contracts entered into by the Company that were effective as of February 6, 2015 is attached hereto as Appendix E. As of February 6, 2015, it is estimated that the Company had approximately 1500 EY 2015 vintage SRECs committed to such future SREC contracts, the sale of which will result in approximately \$273,500.00 in revenue to the Company, which proceeds shall be referred to as the "*Initial SREC Proceeds*." The proceeds of any future sales of SRECs by the Company, including those sales to the County, shall be referred to as the "*Future SREC Proceeds*."

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

The Parties hereby confirm that any forward SREC contracts entered into by the Company prior to the execution of this Consent No. 3 shall be fully honored and that the Company shall deliver SRECs in accordance with the respective contracts. Accordingly, the County's continuing option to purchase SRECs from the Company shall be with respect to all SRECs held or to be held by the Company, excluding any SRECs that the Company is contractually bound to sell to third parties pursuant to forward SREC contracts entered into by the Company prior to the execution of this Consent No. 3. The Company hereby agrees, if so directed in writing by the County, to undertake commercially reasonable efforts to amend the forward SREC contracts to include the County, as a secured creditor of the Company, as assignee of the proceeds of any SREC sales made pursuant to such contracts, such that any payments made pursuant to the forward SREC contracts shall be made directly to the County and not the Company, to be applied against Company Payment Obligations in the discretion of the Authority.

To the extent requested by any counter-party to a contract with the Company for the sale of SRECs, including SREC contracts entered into by the Company prior to the execution of this Consent No. 3, the County Parties agree to provide their written consent to the transfer of SRECs by the Company pursuant to such contract and to provide written confirmation that only the proceeds from the sale of SRECs, and not the SRECs themselves, are pledged to the Trustee for security of the Company Payment Obligations, all in a form that is reasonably acceptable to the County Parties and the SREC contract counter-parties. The Company hereby expressly acknowledges that the proceeds of all SRECs generated as part of the Renewable Energy

Program have been pledged to the Trustee pursuant to the Program Documents, and nothing herein in any way diminishes, changes, or otherwise adversely affects such pledge.

The Parties hereby agree that all proceeds of SREC sales by the Company, whether Initial SREC Proceeds, Future SREC Proceeds, or proceeds of SRECs that are monetized in a manner not expressly contemplated by this Consent No. 3, shall be deposited directly with the Trustee in the County Security Fund, unless otherwise agreed to in writing by the Authority; however, to the extent existing forward SREC contracts currently require the initial deposit of such proceeds to be made to the Company bank account, such proceeds may be first deposited in the Company account, and the Company shall, within three (3) business days after receipt of such SREC proceeds, transfer such SREC proceeds to the County Security Fund. Nothing herein shall preclude the Authority from requiring in the future that the proceeds of forward SREC contracts be assigned directly to the County, as is otherwise authorized by this Consent No. 3. The use of the respective SREC proceeds as required or permitted by this Consent No. 3 shall be effectuated by a subsequent transfer from the County Security Fund.

Notwithstanding anything to the contrary in the Program Documents, the Parties hereby agree that the Authority, with the Consent of the County, may transfer funds on deposit in the County Security Fund to any other account, whether provided for or not under the Bond Resolution, to pay for any costs contemplated under the Program Documents, including this Consent No. 3. The Trustee, upon receipt of a certificate executed by an authorized officer of each of the County and the Authority, shall transfer funds from the County Security Fund as so directed in such certificate.

(l) Payment of Accrued Company Expenses. As of the date hereof, a variety of expenses payable by the Company have accrued, those of which shall be satisfied under this Consent No. 3 set forth on Appendix F attached hereto (the "*Outstanding Company Expenses*"). The Parties hereby agree that the Company shall utilize a portion of the Initial SREC Proceeds to pay for the Outstanding Company Expenses.

(m) Company Expenses Going Forward. The Company shall continue to ensure that any built Series 2011 Local Unit Projects (whether constructed and placed in service as of the date of this Consent No. 3 or hereafter constructed and placed in service) are operated and maintained, and the Company shall further continue to address any emergency or other repair work that may arise with respect to such built Series 2011 Local Unit Projects. For avoidance of doubt, the Company's obligation to continue providing operations, maintenance, and asset management services shall be the same as under the Prior Program Documents, unless otherwise directed by the Authority in accordance with this paragraph. In addition to costs associated with construction of the Overdue Series 2011 Local Unit Projects, which are addressed elsewhere in this Consent No. 3, the Company will incur expenses on a going forward basis, including: (i) Basic Lease Payments; (ii) Additional Lease Payments; (iii) operations and maintenance, asset management, repairs to existing sites (which the Company shall only perform if so directed by the Authority at the direction of the County, including ensuring that the roof

warranties on all Series 2011 Local Unit Projects, as applicable, are maintained, unless otherwise directed by the Authority), and additional costs as set forth in Appendix G attached hereto (the "*O&M Expenses*"); and (iv) additional expenses which are currently unforeseen ("*Contingency Expenses*"). Any O&M Expenses incurred by the Company shall not exceed the budgeted amounts set forth in Appendix G, absent the express written consent of the Authority, which the Authority shall not provide unless so directed by the County. The Parties hereby agree that to the extent the Company incurs expenses on a going forward basis, the Company shall pay any such expenses, first from the Initial SREC Proceeds, and then from the Future SREC Proceeds, in the following priority:

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

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

The Company hereby acknowledges that, to the extent the Company has outstanding Company Payment Obligations (including the Deferred Company Payment Obligations), any funds received by the Company, or any future funds received by any affiliate of the Company in connection with the Renewable Energy Projects (exclusive of any funds received by any affiliate to perform operations and maintenance or asset management), from any source other than the Initial SREC Proceeds or Future SREC Proceeds (including funds obtained through any future litigations in connection with the Renewable Energy Projects not precluded by this Consent No. 3 or the Settlement Agreement, but excluding those funds otherwise accounted for in this Consent No. 3 or in the Settlement Agreement) following execution of this Consent No. 3, are, unless otherwise agreed to in writing by the Authority, County, and the Trustee, pledged to the Trustee for security of the Company Payment Obligations and shall therefore be paid promptly to the Trustee upon receipt by the Company. The Company hereby represents that it is signing this Consent No. 3 on behalf of its affiliates with respect to the subject matter of this paragraph, and that it has the authority to so sign.

If the Authority contracts with, or directs the Company to contract with, a person or entity that is not affiliated with the Company to provide operations, maintenance, or asset management services for the Renewable Energy Projects, the Authority shall undertake commercially reasonable efforts to include in any such contracts ("*Third-Party O&M/Asset Management Contracts*") that the Company Indemnified Parties shall have no liability with respect to the Third-Party O&M/Asset Management Contracts and that the Company

Indemnified Parties will be indemnified and held harmless from and against any and all claims, damages, liabilities, judgments, awards, costs, losses and expenses (including reasonable attorneys' fees, expenses, and related costs of defense) resulting from any claims, causes of action, lawsuits, and liability arising from or relating to Third-Party O&M/Asset Management Contracts. Any such indemnity obligations (to the extent indemnity is secured by the Authority) shall not be contingent upon or otherwise necessitate any settlement, judgment or award having to first be paid by or on behalf of a Company Identified Party, whether by an insurer or otherwise. Moreover, all Third-Party O&M/Asset Management Contracts shall require at least the same level of insurance coverage as the Company would have been required to obtain under the Prior Program Documents and shall require that the Company be named as an additional insured; however, in lieu of the foregoing insurance requirements, the Authority may decide that the Company shall maintain all necessary insurance, so long as the Authority makes sufficient funds available to pay for such insurance.

(n) Approved Subcontractors. By execution of this Consent No. 3, pursuant to Section 4.8 of the Power Purchase Agreement and based on the representations of the Authority's construction manager for the Series 2011 Projects, the Authority and the County hereby (i) acknowledge receipt from the Service Provider (i.e., the Project Company hereunder) of a request to update the list of approved subcontractors as reflected on Appendix H attached hereto (the "*Approved Subcontractors*"), and (ii) consent to the list of Approved Subcontractors amending and restating the initial list of subcontractors provided as Appendix H to the Power Purchase Agreement. The list of Approved Subcontractors shall be amended by the Authority, upon the direction of the County, through the Authority Overdue Project Direction Notice.

(o) No Off-Set of Company Payments Made Under Settlement Agreement. For avoidance of doubt and notwithstanding anything to the contrary in this Consent No. 3, unless specifically provided for in the Settlement Agreement, to the extent the Company has outstanding Company Payment Obligations (including Deferred Company Payment Obligations), no revenues generated or obtained by the Company shall be utilized to: (i) reimburse the Company, any of its affiliates, or the principals of the Company or any of its affiliates, for sums paid under the Settlement Agreement; or (ii) pay any expenses of the Company or its affiliates, as payments to such affiliates are limited to approved O&M Expenses and Contingency Expenses.

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

(q) Administrative Expenses. The County Parties and its consultants have incurred expenses and costs, for which they are entitled to be compensated in the form of Administrative Expenses payable by the Project Company as Additional Lease Payments under the Company Lease Agreement. Administrative Expenses may be included as a cost component

in any Additional Bonds issued by the Authority, in which case repayment shall be deemed a Basic Lease Payment rather than Additional Lease Payment obligation of the Company. Nothing herein shall be deemed to waive the Company's obligation to make Additional Lease Payments to reimburse the Authority or County for its payment of Administrative Expenses that were properly payable by the Company under the Program Documents, or the Company's obligation to pay future Administrative Expenses as Additional Lease Payments.

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

(s) Company Funds on Hand. Upon execution of this Consent No. 3, the Project Company and Holding Company shall transfer all funds held in its respective bank accounts, less the amounts to be paid to Power Partners from such accounts and less an amount agreed to in writing by the County, if any, to the County Security Fund.

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

Section 4. Certifications and Acknowledgments

(a) County Parties Certification. As of the date hereof, each County Party certifies that the Program Documents to which it is a party are in full force and effect and with this Consent No. 3, no County Party to such Program Documents is in default thereunder, and, to the knowledge of each County Party, no facts or circumstances exist which currently constitutes a default, currently gives right to a termination right thereunder or if not rectified prior to expiration of a cure period provided therein would constitute a default or give rise to a termination right thereunder.

(b) Company Party Certification. The Company and the Holding Company hereby certify that as of the date hereof, the Company Parties do not have access to, and do not reasonably anticipate future access to, any source of funds relating to the Renewable Energy Projects, exclusive of (i) any funds received by the Company Parties to perform operations and maintenance or asset management services (if applicable); and (ii) those funds expressly addressed in the Settlement Agreement or this Consent No. 3. For the avoidance of doubt, this Company Party Certification is exclusive of all fees earned prior to the execution of this Consent No. 3.

Section 5. Miscellaneous.

(a) Governing Law; Severability. This Consent No. 3 shall be governed by the laws of the State of New Jersey. If any one or more of the covenants or the agreements to be performed by any Party pursuant to this Consent No. 3 is determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein, and shall in no way affect the validity of the remaining provisions of this Consent No. 3.

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

(c) Release by Overdue Series 2011 Local Units. The County and Authority shall employ reasonable efforts to secure the release by all Overdue Series 2011 Local Units of all potential claims against the County Parties, Company Parties, and Power Partners as set forth in this paragraph. The extent of the release to be pursued by the County Parties is set forth in Appendix B. The County Parties shall not seek the release of claims in connection with the Series 2011 Local Unit Projects that have been constructed and placed in service as of the date of this Consent No. 3. To the extent the County Parties have not secured the release of any Overdue Series 2011 Local Units within ninety (90) days of the date of this Consent No. 3, the County and the Authority shall indemnify the Company Parties from any claims later brought by any such Overdue Series 2011 Local Units in connection with the Renewable Energy Program. The County and the Authority shall not indemnify the Company Parties in connection with any claims brought in connection with any of the Series 2011 Local Unit Projects that have been constructed and placed in service as of the date of this Consent No. 3.

(d) Exclusive Benefit of Parties. Except for the SunLight Released Parties and the Power Partners Released Parties, who will be released by the Trustee pursuant to this Consent No. 3, and who shall be deemed third party beneficiaries to this Consent No. 3 solely with respect to such release, this Consent No. 3 is made for the sole and exclusive benefit of the Parties hereto and nothing contained herein expressed or implied is intended or shall be construed to confer upon any other person any right, remedy or claim under or by reason of this Consent No. 3.

(e) Counterparts. This Consent No. 3 may be executed in several counterparts, and when at least one counterpart has been fully executed by each Party hereto, this

Consent No. 3 shall become binding on all of the Parties hereto. All or any of the counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(f) Binding on Successor and Assigns. This Consent No. 3 shall be binding upon the Parties and upon their respective successors, transferees and assigns and shall inure to the benefit of and shall be enforceable by the Parties and their respective successors, transferees and assigns.

(g) Assignment. This Consent No. 3 may not be assigned by any Party without the prior written consent of the non-assigning Parties hereto.

(h) Amendment or Supplement. This Consent No. 3 shall not be repealed, revoked, altered or amended or supplemented in whole or in part without the prior written consent of all of the Parties hereto.

(i) Notices. Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, or any other documents to be delivered to each Party, all in connection with this Consent No. 3, must be in writing and may be delivered personally, by telecopy, by e-mail, or by overnight, certified or registered mail. Such notice or document shall be given to the applicable Party at their respective addresses set forth in the Program Documents, or at such other address as any Party may hereafter designate to the other Parties hereto in writing.

(j) Authorization. The Parties represent, warrant and covenant to each other that each has the right, power and authority to enter into this Consent No. 3 and consummate the transactions contemplated hereby.

(k) Enforceability and Effectiveness of this Consent No. 3. This Consent No. 3 shall be binding and enforceable in accordance with the respective terms hereof against the County Parties and the Company Parties upon their execution and delivery hereof, notwithstanding the fact that the Overdue Series 2011 Local Units shall be authorizing and executing this Consent No. 3 serially over the course of time, at which time (of authorization and execution by such Overdue Series 2011 Local Units) this Consent No. 3 shall also be binding and enforceable in accordance with the respective terms hereof against such Local Units. Upon execution by the County Parties and the Company Parties and delivery hereof, this Consent No. 3 shall also be binding and enforceable in accordance with the respective terms hereof against the Series 2011 Local Units, exclusive of the Overdue Series 2011 Local Units, which shall be provided with a copy hereof upon the final execution and delivery hereof.

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

(m) All other provisions of Consent No. 2 shall remain in full force and effect.

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

**THE MORRIS COUNTY IMPROVEMENT
AUTHORITY**

[SEAL]

By: _____

Name: John Bonanni,

Title: Chairman

ATTEST:

By: _____

Name: Ellen M. Sandman

Title: Secretary

**COUNTY OF SUSSEX, NEW JERSEY, as
guarantor of the Series 2011 Bonds**

By:  _____

Name: Phillip R. Crabb

Title: Freeholder Director

ATTEST:

By:  _____

Name: John H. Eskilson

Title: Clerk of the Board of Chosen Freeholders

**SUNLIGHT GENERAL SUSSEX
SOLAR LLC**

**By: SunLight General Capital
Management, LLC, its Manager**

**By: _____
Name: Stacey L. Hughes
Title: Authorized Representative**

ATTEST:

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

**SUNLIGHT GENERAL SUSSEX
HOLDINGS LLC**

**By: SunLight General Capital
Management, LLC, its Manager**

**By: _____
Name: James Mann
Title: Authorized Representative**

ATTEST:

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

SUNLIGHT GENERAL NJC SOLAR LLC

**By: SunLight General Capital, LLC,
its Manager**

**By: _____
Name: Edouard Klehe
Title: Authorized Representative**

ATTEST:

**By: _____
Name:
Title: Authorized Signatory**

**SUNLIGHT GENERAL CAPITAL
MANAGEMENT, LLC**

**By: SunLight General Capital, LLC,
its Manager**

**By: _____
Name: David Wolf
Title: Authorized Representative**

ATTEST:

**By: _____
Name:
Title: Authorized Signatory**

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

BY: _____
Name: Rick Barnes
Title: Vice President

ATTEST:

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

[balance of execution signature page intentionally left blank]

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,