

RESOLUTION OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY

TITLE:

RESOLUTION OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH COMMENCEMENT OF CONSTRUCTION OF CERTAIN RECOMMENDED SERIES 2011 LOCAL UNIT PROJECTS IN FURTHERANCE OF THE COUNTY OF MORRIS GUARANTEED RENEWABLE ENERGY PROGRAM, SERIES 2011 AND CERTAIN OTHER MATTERS RELATED THERETO

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

WHEREAS, pursuant to that certain resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF MORRIS GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY" adopted by the governing body of the Authority on July 20, 2011, as amended and supplemented from time to time in accordance with its terms (the "Bond Resolution"); (capitalized terms used herein and not otherwise defined herein, for all purposes of this Resolution, shall have the meanings ascribed to such terms in the Bond Resolution), the Act and other applicable law and official action, the Authority issued its "County of Morris Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)", in the aggregate principal amount of \$34,100,000 (the "Series 2011 Bonds") to finance Renewable Energy Projects for Series 2011 Local Units as set forth in the various Program Documents in connection with the second tranche of the Authority's Renewable Energy Program ("Tranche II"); and

WHEREAS, in connection with Tranche II, the County and the Authority entered into that certain "County Guarantee Agreement (Morris County Renewable Energy Program, Series 2011," dated December 1, 2011 pursuant to which the County guaranteed the payment of all principal of and interest on the Series 2011 Bonds (the "County Guaranty"); and

WHEREAS, as a result of, among other things, certain disputes between the Company and the Company's Engineering, Procurement, and Construction Contractor, Power Partners MasTec, LLC, the Renewable Energy Projects described in **Exhibit A** attached hereto (each, a "Pending

Overdue Series 2011 Local Unit Project") located at the local units described in **Exhibit A** attached hereto (each, a "Pending Overdue Series 2011 Local Unit") have not yet been constructed as of the date hereof; and

WHEREAS, pursuant to the terms of Amendment and Consent No. 3 dated as of March 3, 2015 ("Consent No. 3"), the Authority may decide in its sole discretion, in consultation with the County, that certain, or all, of the Pending Overdue Series 2011 Local Unit Projects shall be constructed and that certain, or all, of the Pending Overdue Series 2011 Local Unit Projects shall not be constructed (each, a "Removed Overdue Series 2011 Local Unit Project");

WHEREAS, pursuant to the terms of the Program Documents, the Authority may determine to consider Renewable Energy Projects at additional local unit locations throughout the County; and

WHEREAS, the Authority, in consultation with the County, has determined to additionally consider the Renewable Energy Projects described in **Exhibit B** attached hereto (each, an "Additional Series 2011 Local Unit Project" and, together with each Pending Overdue Series 2011 Local Unit Project, each, an "Eligible Series 2011 Local Unit Project") located at the local units described in **Exhibit B** attached hereto (each, an "Additional Series 2011 Local Unit" and, together with each Pending Overdue Series 2011 Local Unit, each, an "Eligible Series 2011 Local Unit"); and

WHEREAS, the Authority, in consultation with a County-appointed "Build-No Build Committee" consisting of the Authority, the Authority's Counsel, Financial Advisor and Energy Consultant, and three members of the Board of Chosen Freeholders of the County (the "Committee"), performed a due diligence review of the viability of each of the Eligible Series 2011 Local Unit Projects; and

WHEREAS, such due diligence review included but was not limited to, among other things, the preparation, analysis and/or review of EPC site specific construction pricing, a Solar Sites Review, dated September 24, 2015, Profitability Reports for all Eligible Series 2011 Local Unit Projects under various SREC scenarios, including "break-even" SREC scenarios, Profitability Reports for all Recommended Series 2011 Local Unit Projects under various SREC scenarios, including "break-even" SREC scenarios, MEMO Sunshine SREC curve and memorandum dated October 14, 2015, Project Bulletin 10 dated October 15, 2015, Project Bulletin 13, dated October 23, 2015, Project Bulletin 14, dated October 23, 2015, Summary of Roles of EPC Contract Parties dated October 21, 2015, Summary of Build-No Build scenarios dated October 28, 2015, public hearings held by the County on September 21, 2015, October 14, 2015 and October 28, 2015 and public hearings held by the Authority on September 21, 2015, October 5, 2015 and October 21, 2015 (collectively, the "Build-No Build Project Report"); and

WHEREAS, based on the findings of the Build-No Build Project Report, the Committee recommended to the Authority and the County that the Authority and the County undertake the construction of the Eligible Series 2011 Local Unit Projects set forth on **Exhibit C** attached hereto

(each, a "Recommended Series 2011 Local Unit Project") located at the Eligible Series 2011 Local Units set forth on **Exhibit C** (each, a "Recommended Series 2011 Local Unit"); and

WHEREAS, as a result of the County Guaranty, the County has a direct and material financial interest in the viability of Tranche II, inclusive of the Recommended Series 2011 Local Unit Projects; and

WHEREAS, by resolution of the Board of Chosen Freeholders, adopted on November 9, 2015 and entitled, "RESOLUTION OF THE MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS AUTHORIZING THE MORRIS COUNTY IMPROVEMENT AUTHORITY TO CONSTRUCT CERTAIN RECOMMENDED SERIES 2011 LOCAL UNIT PROJECTS IN FURTHERANCE OF THE COUNTY OF MORRIS GUARANTEED RENEWABLE ENERGY PROGRAM, SERIES 2011 AND CERTAIN OTHER MATTERS RELATED THERETO" (the "County Authorizing Resolution"), acknowledged receipt and review of the Build-No Build Project Report and authorized and directed the Authority to undertake construction of the Recommended Series 2011 Local Unit Projects located at the Recommended Series 2011 Local Units in accordance with the terms of the Program Documents, and further authorized and directed the Authority to undertake any necessary action to implement the transactions contemplated by the County Authorizing Resolution, including any such action required by the terms of the Program Documents and Consent No. 3, and any amendments necessary thereto; and

WHEREAS, in accordance with the County Authorizing Resolution, the Eligible Series 2011 Local Units set forth on **Exhibit D** shall be removed from Tranche II and shall thereafter be "Removed Overdue Series 2011 Local Units"; and

WHEREAS, pursuant to the terms of Section 3(a) of Consent No. 3, the Authority is required to notify the Company via an Authority Overdue Project Direction Notice (substantially in the form attached hereto as **Exhibit E**, the "Authority Overdue Project Direction Notice"), of which Eligible Series 2011 Local Unit Projects, if any, shall be constructed; and

WHEREAS, pursuant to the terms of Section 3(a) of Consent No. 3, simultaneous with the issuance of the Authority Overdue Project Direction Notice, the Authority is required to issue to each Eligible Series 2011 Local Unit for execution, as applicable, the "Acknowledgement to Consent No. 3 by Pending Overdue Series 2011 Local Units" and "Acknowledgement to Consent No. 3 by Removed Overdue Series 2011 Local Units", each substantially in the forms attached hereto as **Exhibit F** and **Exhibit G**; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Authority as follows:

Section 1. The Chairperson of the Authority (including his designees, each an "Authorized Officer"), is hereby authorized and directed, in consultation with counsel to the Authority, to prepare and deliver the Authority Overdue Project Direction Notice to the Company, which Authority Overdue Project Direction Notice is hereby approved, subject to modifications as determined necessary by an Authorized Officer in consultation with counsel to the Authority.

Section 2. The Authorized Officers are hereby authorized and directed, in consultation with counsel to prepare and deliver (i) to each Recommended Overdue Series 2011 Local Unit the "Acknowledgement to Consent No. 3 by Pending Overdue Series 2011 Local Units" for execution by such Recommended Overdue Series 2011 Local Unit and delivery to the Authority and (ii) to each Removed Overdue Series 2011 Local Unit the "Acknowledgement to Consent No. 3 by Removed Overdue Series 2011 Local Units" for execution by such Removed Overdue Series 2011 Local Units and delivery to the Authority, which "Acknowledgement to Consent No. 3 by Pending Overdue Series 2011 Local Units" and "Acknowledgement to Consent No. 3 by Removed Overdue Series 2011 Local Units" are hereby approved, subject to modifications as determined necessary by an Authorized Officer in consultation with counsel to the Authority.

Section 3. The Authorized Officers are hereby authorized and directed to take all further actions, and to execute such certificates, instruments or documents, deemed necessary, convenient or desirable by any such Authorized Officer, in consultation with counsel, in connection with all matters set forth in or contemplated by this resolution, Consent No. 3 and the Program Documents.

Section 4. Subject to the second sentence of this section, this resolution shall take effect immediately. In accordance with N.J.S.A. 40:37A-50, the Secretary of the Authority is hereby authorized and directed to submit to each member of the Board of Chosen Freeholders, by the end of the fifth business day following this meeting, a copy of the minutes of this meeting. The Secretary is hereby further authorized and directed to obtain from the Clerk of the Board of Chosen Freeholders a certification from the Clerk stating that the minutes of this meeting have not been vetoed by the Director of the Board of Chosen Freeholders.

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EXHIBIT A

*Pending Overdue Series 2011 Local Unit Projects and
Pending Overdue Series 2011 Local Units*

**Pending Overdue
Series 2011 Local Units**

Washington Township Board of Education

Borough of Chester
Mount Olive Township Board of Education

County of Morris
Randolph Township Board of Education
Mount Olive Township
Township of Montville
Morris County Vocational School
Township of Hanover
Township of Parsippany-Troy Hills
Chathams Board of Education

**Pending Overdue
Series 2011 Local Unit Projects**

Benedict A. Cucinella
Long Valley Middle School
BOE/Police Station
Tinc Elementary
Sandshore Elementary
OTA/Human Services Bldg.
Randolph Twp. DPW Bldg.
Senior Center
Library
Vocational School
Municipal Building/Police
Township Library
Chatham High School

EXHIBIT B

*Additional Series 2011 Local Unit Projects and
Additional Series 2011 Local Units*

**Additional
Series 2011 Local Units**
County of Morris

**Additional
Series 2011 Local Unit Projects**
Morris County Library (roof)
Morris County Library (carport)
Public Safety Training Academy

EXHIBIT C

*Recommended Overdue Series 2011 Local Unit Projects and
Recommended Overdue Series 2011 Local Units*

**Recommended Overdue
Series 2011 Local Units**

Washington Township Board of Education

Borough of Chester
Mount Olive Township Board of Education

County of Morris

Chathams Board of Education

**Recommended Overdue
Series 2011 Local Unit Projects**

Benedict A. Cucinella
Long Valley Middle School
BOE/Police Station
Tinc Elementary
Sandshore Elementary
OTA/Human Services Bldg.
Morris County Library (roof)
Morris County Library (carport)
Public Safety Training Academy
Chatham High School

EXHIBIT D

*Removed Overdue Series 2011 Local Unit Projects and
Removed Overdue Series 2011 Local Units*

**Removed Overdue
Series 2011 Local Units**

Randolph Township Board of Education
Mount Olive Township
Township of Montville
Morris County Vocational School
Township of Hanover
Township of Parsippany-Troy Hills

**Removed Overdue
Series 2011 Local Unit Projects**

Randolph Twp. DPW Bldg.
Senior Center
Library
Vocational School
Municipal Building/Police
Township Library

EXHIBIT E

Form of Authority Overdue Project Direction Notice

Authority Overdue Project Direction Note

January ____, 2016

Via Electronic Mail & Overnight Delivery

SunLight General Morris Solar, LLC (the "Company")
205 East 42nd Street, 20th Floor
New York, New York 10017
Attn: Stacey Hughes, Principal

Re: Morris County Renewable Energy Program, Series 2011
Authority Overdue Project Direction Notice Pursuant to "Amendment and
Consent No. 3 (Morris County Renewable Energy Program, Series 2011)"
("Consent No. 3")

Dear Sir or Madam:

Pursuant to Section 3(a) of Consent No. 3, please be advised that the Authority has determined that the projects set forth in Exhibit A (the "Overdue Series 2011 Local Unit Projects") shall be constructed and that the Company's cooperation, as the solar developer and lessee of such sites, will be required going forward with respect to construction of such projects. Specifically, the Company shall have the following responsibilities in connection with construction of the Overdue Series 2011 Local Unit Projects:

1. Enter a fixed price contract for construction of the Overdue Series 2011 Local Unit Projects (the "EPC Contract") with an Approved Subcontractor (the "EPC Contractor"). The EPC Contract shall include, but not be limited to, provisions that provide for the following:

a. That a representative of the Authority (the "Authority Representative") shall serve as the point of contact for communications with the EPC Contractor and shall be generally responsible for oversight of construction of the Overdue Series 2011 Local Unit Project. The Authority hereby appoints its energy consultant, Matrix New World Engineering, to serve as the Authority Representative. The Authority may appoint an alternative Authority Representative by providing the Company written notice of such change; however, the Authority shall obtain the consent of the EPC Contractor prior to appointing an alternative Authority's Representative.

b. That the Authority shall be an acknowledgement party to the EPC Contract; however, with respect to those provisions that impose affirmative obligations on the Authority and/or the Authority Representative (if any), both the Authority's acknowledgment and agreement thereto shall be required.

c. That the EPC Contract price, including change orders as applicable, shall not exceed \$_____.

d. That, unless otherwise agreed to in writing by the Authority and Company, the Project Fund is the only source of funds available for payment for any work performed by the EPC Contractor in connection with the Overdue Series 2011 Local Unit Projects.

e. A provision reading substantially as follows: "Within ten (10) business days after receiving an application for payment and supporting documentation, Authority Representative shall secure the consent of the Company and cause the Trustee under the Lease Purchase Agreement to pay the EPC Contractor the approved amount due. Notwithstanding anything contained herein, or otherwise, in accordance with the Authority's obligations pursuant to Consent No. 3, the Authority hereby agrees to make available sufficient funds to satisfy the Company's payment obligations under this Agreement in the amount, and not exceeding the amount, stated herein."

f. Any other provisions deemed necessary and reasonable in the sole discretion of the Authority.

2. Execute Draw Papers presented to the Company by the Authority Representative for costs in connection with the Overdue Series 2011 Local Unit Projects, which Draw Papers shall be substantially in the form attached hereto as Exhibit B. Upon the acknowledgment of this Authority Overdue Project Direction Notice by the Company, the form of Draw Papers in the Program Documents shall be deemed amended to reflect the form of Draw Papers attached hereto as Exhibit B.

3. Cooperate with the Authority and the EPC Contractor, to the extent requested by the Authority, to ensure that all necessary registrations are filed to qualify the Overdue Series 2011 Local Unit Projects to generate solar electric renewable energy certificates.

4. Any and all acts reasonably necessary to carry out the acts listed above.

5. Any other acts as directed by the Authority in any future addendum to this Authority Overdue Project Direction Notice.

Pursuant to Section 3(c) of Consent No. 3, the Required Completion Date of December 31, 2015 shall be extended to November ____, 2016.

Nothing herein is intended to affect the Company's obligations with respect to operating and maintaining these solar electric generating facilities that have heretofore been constructed, or have been caused to be constructed, by the Company, and which the Company (or affiliates thereof) are currently operating and maintaining. For the Company's reference in connection with the EPC Contract, the Authority hereby represents that no less than \$_____ is on deposit with the Trustee as of the date hereof. The Authority intends that the EPC Contractor shall rely on the direction provided, and representations made, by the Authority herein.

Please contact Matthew D. Jessup, Esq., McManimon, Scotland & Baumann, LLC, should you have any questions with respect to this notice.

Sincerely,

John Bonanni,
Chairman

cc: Matthew D. Jessup, Esq.

The terms of this Authority Overdue Project Direction Notice are hereby acknowledged by SunLight General Morris Solar, LLC

By: SunLight General Capital Management, LLC,
its Manager

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

EXHIBIT A

Overdue Series 2011 Local Unit Projects

**Overdue
Series 2011 Local Units**
Washington Township Board of Education

Borough of Chester
Mount Olive Township Board of Education

County of Morris

Chathams Board of Education

**Overdue
Series 2011 Local Unit Projects**
Benedict A. Cucinella
Long Valley Middle School
BOE/Police Station
Tinc Elementary
Sandshore Elementary
OTA/Human Services Bldg.
Morris County Library (roof)
Morris County Library (carport)
Public Safety Training Academy
Chatham High School

EXHIBIT B

DRAW PAPERS

[Date]

U.S. Bank National Association, as Trustee
21 South Street, 3rd Floor
Morristown, New Jersey 07960
Attention: Rick Barnes, Vice President

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

Dear Sir or Madam:

Pursuant to (i) Section 510(c) of that certain "Lease Purchase Agreement (Morris County Renewable Energy Program, Series 2011)" dated as of December 1, 2011 (the "Company Lease Agreement") by and between the Authority, as lessor, and SunLight General Morris Solar, LLC, a New Jersey limited liability company (the "Company"), as lessee, as amended and supplemented, and (ii) Section 5.02(2) of the Authority's bond resolution duly adopted July 22, 2011, and entitled, "Resolution Authorizing the Issuance of County of Morris Guaranteed Renewable Energy Program Lease Revenue Notes and Bonds, Series 2011 and Additional Bonds of The Morris County Improvement Authority", as amended and supplemented (the "Authority Bond Resolution"), and (iii) with respect to the Renewable Energy Projects, or as applicable, any Completion Project related thereto (the "Renewable Energy Projects") being developed for any Series 2011 Local Unit (the "Licensor") (capitalized terms not defined in this Certificate shall have the respective meanings ascribed to such terms in the Company Lease Agreement), the Company, by its Authorized Officer stated below, DOES HEREBY CERTIFY and REQUISITION moneys on deposit in the Project Fund and held by U.S. Bank National Association, as trustee (the "Trustee") for the holders of the Series 2011 Bonds, as follows:

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

2. By way of the acknowledgement of this Requisition by the Authority Representative, the Company has been informed by the Authority Representative that such payment obligation, for which funds have been requested in accordance with Section 1 of this Requisition, (i) has been properly incurred in accordance with the Plans and Specifications, (ii) is an item of the Cost of such Project, (iii) is a proper charge against the Project Fund, (iv) has not been the basis of any previous withdrawal, and (v) attached hereto is a bill, invoice, receipt or other evidence that payment on such Project Cost is due and owing or has been paid by or on behalf of

the Company. This Requisition, together with any such attachments contemplated by clause (v) above, shall constitute Draw Papers submitted on a Draw Date for all purposes of the Company Lease Agreement, the Bond Resolution and the Local Unit License Agreement for the Licensor. The Company represents that it has been informed by the Authority Representative that the conditions of this Section 2 have been met to the best of its knowledge.

**THE MORRIS COUNTY
IMPROVEMENT AUTHORITY**

hereby waives the Draw Paper Ratio this ____ day
of _____, 2016.

By: _____
Name: John Bonanni
Title: Chairman

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

Very truly yours,

**SUNLIGHT GENERAL
MORRIS SOLAR, LLC**

By: Sunlight General Capital
Management, LLC, its Manager

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

ATTEST:

By: _____

Name: _____

Title: _____

This Requisition is hereby ACKNOWLEDGED by THE MORRIS COUNTY IMPROVEMENT AUTHORITY this ___ day of _____, 2016.

**By: MATRIX NEW WORLD ENGINEERING,
AS CONSTRUCTION MANAGER AND
AUTHORITY REPRESENTATIVE**

By: _____

Name: _____

Title: _____

Schedule A

Requisition Payment Schedule

Date	Amount to be Paid from Project Fund

Wire Instructions:

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

EXHIBIT F

Form of Acknowledgement to Consent No. 3 by Pending Overdue Series 2011 Local Units

Acknowledgement to Consent No. 3 by Pending Overdue Series 2011 Local Units

For the purposes of Consent No. 3, the following Series 2011 Local Units shall constitute the "*Pending Overdue Series 2011 Local Units*":

1. Borough of Chester;
2. Washington Township Board of Education;
3. Mount Olive Township Board of Education;
4. County of Morris; and
5. School District of the Chathams.

By execution of this Consent No. 3, the Pending Overdue Series 2011 Local Units expressly acknowledge that notwithstanding any provision to the contrary in the existing Program Documents, the Parties agree that (i) Sections 201(b) and 510(e) of the Company Lease Agreement, (ii) Sections 3.2 and 3.6(a) of the Power Purchase Agreement, (iii) Section 5.02(3)(b) of the Bond Resolution, and (iv) any other relevant provisions of the Program Documents, effective for all purposes therein, are hereby amended such that the Required Completion Date for the Series 2011 Local Units' (inclusive of the Pending Overdue Series 2011 Local Units) respective Series 2011 Projects shall be _____, 2016, unless otherwise notified by the Authority in accordance with Section 3(c) of this Consent No. 3.

By execution of this Consent No. 3, the Pending Overdue Series 2011 Local Units further acknowledge that, for the purposes of calculating the timeframe between execution of the applicable License and Access Agreement (Morris County Renewable Energy Program, Series 2011), and submission of the application for the SREC Registration Program ("*SRP*"), the date of execution of this Consent No. 3 by the respective Pending Overdue Series 2011 Local Unit, shall be deemed to constitute the execution date of the applicable Local Unit License Agreement.

The Pending Overdue Series 2011 Local Units further, for themselves and their past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "Local Unit Releasor," and, collectively, the "Local Unit Releasors"), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, all of the Morris County Released Parties, SunLight Released Parties, and Power Partners Released Parties (all as defined in the Settlement Agreement), (each a "Released Party" and, collectively, the "Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Morris 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 Morris County Renewable Energy Program. By execution of this Consent No. 3,

the Released Parties hereby agree to release each Pending Overdue Series 2011 Local Unit that executes this Consent No. 3, to the same extent as the respective Pending Overdue Series 2011 Local Unit has released the Released Parties.

**BOROUGH OF CHESTER,
as Licensor**

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

WASHINGTON TOWNSHIP BOARD OF EDUCATION,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

COUNTY OF MORRIS,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

SCHOOL DISTRICT OF THE CHATHAMS,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

EXHIBIT G

Form of Acknowledgement to Consent No. 3 by Removed Overdue Series 2011 Local Units

Acknowledgement to Consent No. 3 by Removed Overdue Series 2011 Local Units

For the purposes of Consent No. 3, the following Series 2011 Local Units shall constitute the "*Removed Overdue Series 2011 Local Units*":

1. Randolph Township Board of Education;
2. Township of Hanover;
3. Mount Olive Township;
4. Morris County Vocational School District;
5. Township of Parsippany; and
6. Township of Montville.

By execution of this Consent No. 3, the Removed Overdue Series 2011 Local Units expressly acknowledge that the Renewable Energy Program has experienced financial hardship as a result of the dispute between the Company and its EPC Contractor and as a result the Authority and County have determined that it is not in the best interests of the County to cause the Removed Overdue Series 2011 Local Unit Projects to be constructed. Accordingly, the Removed Overdue Series 2011 Local Units expressly acknowledge that none of the County Parties or Company Parties shall have any obligation to construct any further Series 2011 Local Unit Projects at any Removed Overdue Series 2011 Local Unit site, notwithstanding anything to the contrary in the Program Documents.

The respective Removed Overdue Series 2011 Local Units, for themselves and their past and present governing bodies, trustees, directors, officers, members, agents, successors (by merger or otherwise), predecessors, assignees, assignors, affiliates, related entities, corporate parents, subsidiaries, employees, insurers, attorneys, shareholders, partners, and representatives of any and all kinds (each a "Local Unit Releasor," and, collectively, the "Local Unit Releasors"), hereby unconditionally and irrevocably give up and release, to the full extent permitted by law, all of the Morris County Released Parties, SunLight Released Parties, and the Power Partners Released Parties (all as defined in the Settlement Agreement), (each a "Released Party" and, collectively, the "Released Parties"), jointly and severally, of and from any and all claims, actions, suits, debts, sums of money, accountings, covenants, controversies, agreements, damages, judgments, claims, disputes, demands, or causes of action, known or unknown, accrued or unaccrued, from the beginning of time until the effective date of this release relating to the Morris 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 Morris County Renewable Energy Program. By execution of this Consent No. 3, the Released Parties hereby agree to release each Removed Overdue Series 2011 Local Unit that executes this Consent No. 3, to the same extent as the respective Removed Overdue Series 2011 Local Unit has released the Released Parties.

RANDOLPH TOWNSHIP BOARD OF EDUCATION,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

TOWNSHIP OF HANOVER,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

MOUNT OLIVE TOWNSHIP,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

MORRIS COUNTY VOCATIONAL SCHOOL DISTRICT,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

TOWNSHIP OF PARSIPPANY,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

TOWNSHIP OF MONTVILLE,

By: _____
Name:
Title:

Dated

ATTEST:

By: _____
Name:
Title:

Dated

MOVED/SECONDED:

Resolution moved by Commissioner _____.

Resolution seconded by Commissioner _____.

VOTE:

Commissioner	Yes	No	Abstain	Absent
Gallop				
Kovalcik				
Ramirez				
Sandman				
Bonanni				

This Resolution was acted upon at the Regular Meeting of the Authority held on January 20, 2016 at the Authority's principal corporate office in Morristown, New Jersey.

Attested to this 20th day of January, 2016

By: _____
Secretary of the Authority

FORM and LEGALITY:

This Resolution is approved as to form and legality as of January 20, 2016.

By: _____
Matthew D. Jessup, Member, McManimon, Scotland & Baumann, LLC
Counsel to the Authority
Resolution No. 16-03