Execution Version

Amendment and Consent No. 2
(Morris County Renewable Energy Program, Series 2011)

by and among

MORRIS COUNTY IMPROVEMENT AUTHORITY,

COUNTY OF MORRIS, NEW JERSEY,

U.S. BANK NATIONAL ASSOCIATION

SUNLIGHT GENERAL NJC SOLAR LLC

SUNLIGHT GENERAL MORRIS HOLDINGS, LLC

SUNLIGHT GENERAL MORRIS SOLAR, LLC

SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

dated as of October 1, 2013

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with respect to Morris County Improvement Authority's
$34,300,000 original aggregate principal amount of
County of Morris Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable),
consisting of:
$33,100,000 Series 2011A Bonds, and
$1,200,000 Series 2011B Note

THIS "**AMENDMENT AND CONSENT NO. 2 (Morris County Renewable Energy Program, Series 2011)**" dated as of October 1, 2013 (as the same may be amended or supplemented in accordance with its terms, the "*Consent No. 2*"), by and among the MORRIS COUNTY IMPROVEMENT AUTHORITY (including any successor and assigns, the "*Authority*"), the COUNTY OF MORRIS, 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 MORRIS 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 (the "SLG Capital") and SUNLIGHT GENERAL MORRIS 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").

For purposes of this Consent No. 2, 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. 2, 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 a "*Party*" to this Consent No. 2, and collectively, may be referred to as the "*Parties*".

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

WHEREAS, the Parties desire to make certain additional amendments and supplements to, and provide certain consents in connection with, the Program Documents (capitalized terms not defined in the preambles hereof shall have the meanings ascribed to such terms in Consent No. 1); and

WHEREAS, pursuant to Section 4(g) of the Consent No. 1, all of the Series 2011 Local Units shall be deemed unaffected Series 2011 Local Units, in which case their execution of this Consent No. 2 is not required.

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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 Consent No. 1.

(b) Capitalized terms not defined in this Consent No. 2 shall have the respective meanings ascribed to such terms in Consent No. 1.

(c) The following terms shall have the following meanings in this Consent No. 2:

"*Arbitration*" shall mean the arbitration presently before the American Arbitration Association between the Project Company and the EPC Contractor, a resolution of which is anticipated by the Company Parties to occur no later than the Arbitration Resolution Date.

"*Arbitration Resolution Date*" shall mean May 1, 2014, unless extended by written agreement of the Parties.

"*Closing Date*" shall mean October 2, 2013.

(d) The following terms shall be defined in the following sections of this Consent No. 2:

"*Open Public Records Act*"	4(e)
"*PPA Payment*"	2(g)

(e) Terms used in this Consent No. 2 and not otherwise defined or revised herein or in Consent No. 1 shall have the meaning ascribed to such terms in the Bond Resolution.

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

(g) Any reference to a prior Program Document in this Consent No. 2 shall mean such Program Document as defined in, and as may be amended or supplemented by, Consent No. 1, prior to its amendment and supplement hereby.

(h) The provisions of this Consent No. 2, 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. 2. Accordingly, any conflict between

the prior Program Documents and this Consent No. 2 shall be controlled by the terms of this Consent No. 2.

Section 2. Program Document Amendments and Supplements.

(a) Amended Definitions of Interest Payment Date and Interest Portion related to the Series 2011B Note. Notwithstanding any provision to the contrary in the prior Program Documents, the Parties agree that (i) the definitions of "Interest Payment Date" and "Interest Portion" of the Program Documents, (ii) Section 310 of the Company Lease Agreement, (iii) Section 2.03(2) of the Bond Resolution, (iv) Section 2(a) of the Consent No. 1, and (v) any other relevant provisions of the Program Documents, effective for purposes herein, are hereby amended such that interest on the Series 2011B Note, and the Interest Portion of the corresponding Basic Lease Payment related thereto, shall be payable on January 15, 2013, January 15, 2014, and January 15, 2015 at an annual interest rate of 1.062%. The Interest Portion related to the January 15, 2015 Basic Lease Payment Date and the interest payable on the January 15, 2015 maturity date of the Series 2011B Note shall be based on an annual interest rate of 1.062%.

(b) Amended Definitions of Principal Payment Date and Principal Portion related to the Series 2011B Note. Notwithstanding any provision to the contrary in the prior Program Documents, the Parties agree that (i) the definitions of "Principal Payment Date", and "Principal Portion" of the Program Documents, (ii) Section 310 of the Company Lease Agreement, (iii) Section 2.03(2) of the Bond Resolution, (iv) Section 2(b) of the Consent No. 1, and (v) any other relevant provisions of the Program Documents, effective for purposes herein, are hereby amended such that the maturity date of the Series 2011B Note, and the Principal Portion of the corresponding Basic Lease Payment related thereto, shall be extended for one additional year to January 15, 2015; provided, however, that it is further understood and agreed that the Parties shall utilize their commercially reasonable efforts, to the extent the Project Company does not have sufficient funds to pay such Series 2011B Note at such time, to term out such Series 2011B Note in monthly installment amounts (aggregating to $50,000 annually, or such greater amounts agreed to in writing by the Parties) to be determined in a subsequent amendment and consent of the Parties executed no later than the Arbitration Resolution Date, but only if any such term-out provisions are acceptable to the Local Finance Board and the County, as one-hundred percent (100%) holder of the Series 2011B Note.

(c) Amended Definitions of Basic Lease Payment Dates with respect to the Series 2011A Bonds.

Notwithstanding any provision to the contrary in the prior Program Documents, the Parties agree that, the definition of "Basic Lease Payment Date" shall be amended such that:

(i) The portion that relates to the payment of the Series 2011A Bonds due on June 15, 2014, which corresponding Basic Lease Payment had been

due on January 15, 2014 in the amount of $2,871,511.75, shall henceforth be due and payable on the following Basic Lease Payment Dates in the following Basic Lease Payment amounts:

(A) $30,000 on October 2, 2013;
(B) $30,000 on November 1, 2013;
(C) $130,000 on December 1, 2013;
(D) $130,000 on January 1, 2014;
(E) $580,000 on January 15, 2014; and
(F) For the avoidance of doubt, this Consent No. 2 shall be deemed to be the notice of direction for, and further shall constitute full and complete authority under the Program Documents that the County and the Authority consent to, the withdrawal from the County Security Fund and deposit in the Revenue Fund of the lesser of (I) $2,500,000 and (II) the balance required to make the $2,871,511.75 Basic Lease Payment due January 15, 2014 on time and in full. To the extent any such transfer is required and in accordance with the Program Documents, there shall be no Event of Default under the Program Documents, provided that the County Security Fund Requirement, now depleted in whole or in part, be re-funded by or on behalf of the Project Company as provided in the Program Documents or as agreed to by the Parties and incorporated in a subsequent amendment and consent executed by the Parties no later than the Arbitration Resolution Date.

(ii) The portion that relates to the payment of the Series 2011A Bonds due on December 15, 2014, which corresponding Basic Lease Payment had been due on July 15, 2014 in the amount of $565,493.20, shall henceforth be due and payable on the following Basic Lease Payment Dates in the following Basic Lease Payment amounts;

(A) $80,000 on March 1, 2014;
(B) $80,000 on April 1, 2014;
(C) $80,000 on May 1, 2014; and
(D) For the avoidance of doubt, this Consent No. 2 shall be deemed to be the notice of direction for, and

further shall constitute full and complete authority under the Program Documents that the County and the Authority consent to, the withdrawal from the County Security Fund and deposit in the Revenue Fund the balance required to make the $565,493.20 Basic Lease Payment due July 15, 2014 on time and in full. To the extent any such transfer is required and in accordance with the Program Documents, there shall be no Event of Default under the Program Documents, provided that the County Security Fund Requirement, now depleted in whole or in part, shall be re-funded by or on behalf of the Project Company as provided in the Program Documents or as agreed to by the Parties and incorporated in a subsequent amendment and consent executed by the Parties no later than the Arbitration Resolution Date; and

(iii) The portion that relates to the payment of the Series 2011A Bonds due on December 15, 2014, and each June 15 and December 15 thereafter until final maturity (stated or otherwise) shall continue to be due in such amounts set forth in the Program Documents, and on the Basic Lease Payment Date of July 15, 2014 and each January 15 and July 15 thereafter until the final maturity (stated or otherwise) of the Series 2011A Bonds (i.e., no amendment); provided however, that the Parties shall negotiate and agree to a monthly or other periodic Basic Lease Payment installment schedule, to be determined in a subsequent amendment and consent of the Parties executed no later than the Arbitration Resolution Date and which shall be reflective of Project cash flow and other reasonable operating obligations of the Project Company; provided, further, that if the Authority, in its reasonable discretion and after consultation with the County, determines that progress on such a periodic schedule is being made, the Authority may extend the timeframe for agreeing to such a period schedule.

(d) Administrative Expenses. The Parties agree that existing Administrative Expenses of up to $300,000, subject to appropriate documentation confirming this amount representing Administrative Expenses presented and known to the Authority and incurred under the Program Documents to date, reimbursable from Project Funds, shall be payable by the Project Company as Additional Lease Payments in the following amounts on the following dates:

(i) $50,000 on October 2, 2013;
(ii) $50,000 on November 1, 2013;

(iii) $50,000 on December 1, 2013;
(iv) $50,000 on December 31, 2013;
(v) $50,000 on February 1, 2014; and
(vi) $50,000 on March 1, 2014; provided, however,

that notwithstanding the foregoing, so long as monies are received and available in excess of the sum of other Project Costs and reasonable operating expenses due and owing pursuant to the Program Documents and required Basic Lease Payments and County Security Fund Requirement deposits required to be made prior to such dates (including without limitation monies received and available through settlement of the Arbitration), the applicable Company Party shall accelerate such payments such that all $300,000 shall be received on or before December 31, 2013 or, in the case of funds received through settlement of the Arbitration, within thirty (30) days after such funds are received; provided further, however, notwithstanding the foregoing, it shall not be an Event of Default if there is delay in the applicable Company Parties' receipt of revenues to make any such payments under this Section 2(d), which delay has not been caused by any Company Party (including without limitation the time period for 1603 Grant payment for Morris County Community College), then the Authority, after consultation with the County, may extend any such payment obligation due date for a reasonable period of time to account for any such delay.

Nothing in this subsection (d) shall be deemed to preclude the Authority from incurring, or the Company Party from being obligated to pay, additional Administrative Expenses as they may arise (or become known to the Authority) from time to time, all in accordance with the terms of the Program Documents.

(e) Amended Definition of County Security Fund Requirement. Notwithstanding any provision to the contrary in the prior Program Documents, the Parties agree that the definition of "County Security Fund Requirement" as it appears in the Program Documents in, (i) the definition of County Security Fund Requirement, (ii) the definition of Additional Lease Payment, (iii) Section 301(a)(iv) of the Company Lease Agreement, (iv) Section 308(g) of the Company Lease Agreement, (v) Section 2.03(7) of the Bond Resolution, (vi) Section 2(h) of the Consent No. 1, and (vii) any other relevant provisions of the Program Documents, effective for purposes herein, are hereby amended such that the County Security Fund Requirement shall be wholly funded on or before November 1, 2013, with an installment payable simultaneously with the delivery of this Consent No. 2 on October 2, 2013 in the amount of $2,000,000, and the following installment due and payable in the amount of $500,000 no later than November 1, 2013, with such re-funding requirements as set forth in this Consent No. 2, to the extent any such funds are applied consistent with the terms of this Consent No. 2.

(f) Additional Investment Amendment and Supplement. Section 5(c) of Consent No. 1 is hereby amended and supplemented, by (i) memorializing that the Additional Investment Closing occurred on January 23, 2013, (ii) clarifying that the amounts payable

pursuant to Section 5(c) of Consent No. 1, as amended hereby, and clause (iii) below, are payable promptly upon the availability of such funds from the proceeds of the Additional Investment, which the Company Parties represent has not yet been realized, (iii) providing for the Project Company to make an additional payment of $1,738,952, which will be (A) at the Project Company's discretion, (I) deposited into the County Security Fund to replenish the County Security Fund Requirement or (II) deposited into the Debt Service Fund (or an aging account or subaccount therein hereby authorized and to be established by a Certificate of an Authorized Officer of the Authority, if necessary, delivered to the Trustee and the Project Company) or, (B) with the Authority's consent, deposited into the Project Fund, and (iv) the Company Parties' representation and covenant that prior to any permitted withdrawal pursuant to said Section 5(c) of the Consent No. 1, the Company Parties shall take all required actions under the Additional Investment documents, including the full funding and maintaining of reserves.

(g) Payment Defaults. Failure to meet any of the payment obligations in this Section 2 shall be deemed to constitute Lease Payment Events of Default, subject to the applicable notice and cure provisions of the Program Documents for payment Events of Default, provided, however: (i) the County and the Authority agree to assist the Company Parties in the event a Series 2011 Local Unit (A) unreasonably withholds its approval of its REP Acceptance Certificate and/or (B) fails to make its payment for power under the Power Purchase Agreement ("*PPA Payment*"), when due, and the County and the Authority further agree that there will be a day-to-day extension of that portion of a payment obligation solely related to either such unreasonable withholding of execution of a Series 2011 Local Unit's REP Acceptance Certificate, or related to PPA Payment obligations not received by the Trustee, when due and owing by a particular Series 2011 Local Unit; (ii) the County and the Authority agree that should Section 1603 Grant receipts be delayed or suspended, by reason of a federal government shutdown for a period of more than two (2) days, there will be a day-to-day extension of payment obligations for each day of such shutdown beyond the two (2) days and (iii) to the extent the applicable Company Parties take all action contemplated by this Consent No. 2 and if, in the Authority's discretion, after consultation with the County, there is delay in the applicable Company Parties' receipt of revenues to make any such payments under this Consent No. 2, which delay has not been caused by any Company Party (including without limitation the time period for 1603 Grant payment for Morris County Community College), then the Authority, after consultation with the County, may extend any such payment obligation due date for a reasonable period of time to account for any such delay.

Section 3. Series 2011B Bondholder Consent Required for Series 2011B Note; No Bondholder Consent Required; Consent of Trustee Required; Rating Agency Notification; No Further Amendment.

(a) The portion of this Consent No. 2, amending and supplementing the prior Bond Resolution with respect to the Principal Payment Date and Interest Payment Date of the Series 2011B Note, along with the resolution authorizing this Consent No. 2, shall collectively,

for such purposes constitute a Supplemental Resolution of the type permitted pursuant to Section 11.03, 11.07 and 11.08 of the Bond Resolution, upon obtaining consent of the County as the sole bondholder of the Series 2011B Note.

(b) Except as set forth in subsection (a) above, this Consent No. 2, amending and supplementing the prior Bond Resolution, shall for such purposes constitute a Supplemental Resolution of the type permitted upon filing with the Trustee pursuant to Section 11.02(3) of the Bond Resolution, without bondholder consent upon the consent of the Trustee. The Trustee is entitled to rely upon an opinion of bond counsel to the Authority in accepting and applying this Consent No. 2 toward that end.

(c) Any Rating Agency rating the Series 2011 Bonds must receive notice of this Consent No. 2 along with the resolution authorizing this Consent No. 2 and a copy thereof at least fifteen (15) days in advance of its execution, adoption or effective date, unless such notice period shall be waived by any such Rating Agency. To the extent any such waiver is not immediately forthcoming, the Parties hereto agree to comply with the provisions of this Consent No. 2, were it effective as of the date delivered by the Parties hereto, to the extent this Consent No. 2 is authorized, executed and delivered prior to the end of such fifteen (15) day period.

(d) Only the sections and provisions of the Program Documents expressly referenced or provided for in this Consent No.2 are amended and supplemented by this Consent No. 2. Nothing herein shall adversely affect the balance of the Program Documents from remaining in full force and effect.

Section 4. Consents and Covenants.

(a) Series 2011 Project Extension of Required Completion Dates; Other. 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' respective Series 2011 Projects shall be extended from September 15, 2013 to (x) May 1, 2014 for all Series 2011 Local Units and their respective Local Unit Facilities, or (y) to the extent the Project Fund and any other sources of funds are not available as of January 1, 2014 for such purpose due to the ongoing litigation and/or Arbitration regarding such Project Fund monies, such later date as may be agreed to by the Parties no later than the Arbitration Resolution Date, or (z) if (y) is not applicable, such other later date as an Authorized Officer of the Authority, in their sole discretion (after consultation with the County), shall determine is necessary to complete the applicable Series 2011 Projects and shall otherwise be in the bests interests of the County, the Authority and the applicable Series 2011 Local Units. Any other (i.e., not provided for elsewhere in this Consent No. 2, including without limitation Section 2 hereof) performance

obligation under the prior Program Documents due by or on behalf of the Company Parties on or before September 15, 2013 shall without any further action be deemed extended to the Arbitration Resolution Date.

(b) Reserved.

(c) Reserved.

(d) Lease Payments. The Parties acknowledge that the Project Company has represented to the Authority and the County that notwithstanding the Series 2011 Project completion date extension set forth in subsection (a) above, the Project Company intends to, and shall make all Lease Payments on time (as revised in accordance with this Consent No. 2), and in full.

(e) Financial Institution Accounts. The Company Parties agree that the Authority and County shall have complete review and access over the internet (to the extent possible, and if not possible, by other means providing as nearly as practicable instantaneous seven (7) day, twenty-four (24) hour review) and by other reasonable means to the financial institution accounts now established or to be established where all monies or other assets paid to or on behalf of, or received by or for the benefit of a Company Party with respect to the Renewable Energy Programs for the Series 2011 Local Units are and will be maintained. Such access and information obtained thereby will be confidential and deemed financial and proprietary information of the applicable Company Party for purposes of the Open Public Records Act, P.L. 1963, c. 73 (codified at N.J.S.A. 47:1A-1 *et seq.*), as amended and supplemented (the "*Open Public Records Act*"). The County and the Authority acknowledge that the Company Parties have been and will continue to pay costs of the Project, including costs for operation and maintenance, from funds in these financial institution accounts. With this acknowledgement, but subject to the provisions of Section 4(g) of this Consent No. 2, neither the County nor the Authority are providing any sign off or approval of any specific cost or amount. Until the Arbitration Resolution Date, the Project Company shall distribute to the Authority monthly financial institution statements for such account(s) promptly upon their availability, which financial records shall be deemed financial and proprietary information of the applicable Company Party for purposes of the Open Public Records Act.

(f) Arbitration.

(i) Funds available as a result of the Arbitration, net of any obligations growing out of the Arbitration, including without limitation attorneys' and experts' fees, will be applied in accordance with the Program Documents, including the obligations to make Lease Payments. It is further understood by the Parties that, pursuant to the Bond Resolution, any Project Funds not otherwise required to complete the Cost of the Renewable Energy Projects (taking into account the provisions of Section 4(a) hereof) for the Series 2011 Local Units,

when all of such Renewable Energy Projects have been completed as evidenced by the filing of the final REP Acceptance Certificate, shall be deposited by the Trustee into the Debt Service Fund, and applied in accordance therewith, all pursuant to Section 5.02(3)(b)(i) of the Bond Resolution.

(ii) The Parties understand that, depending on the arbitration award and other factors, it could be reasonable to conclude that there is no feasible plan for the Company Parties to complete the Renewable Energy Projects within any reasonable period of time. If the County or the Authority so concludes, and the Company Parties disagree, the County or the Authority may exercise its right to declare an Event of Default under the Program Documents. The Company Parties agree that, in the event of such a disagreement, as between the applicable Company Party and the County or Authority, the issue of whether the applicable Company Party can cure will be submitted to binding arbitration (before a single arbitrator acceptable to the Parties who shall render a decision within forty-five (45) days on written submissions and argument only). Nothing in this Section 4(f)(ii) is intended to restrict the rights of any entity to timely cure any Company Party Event of Default under the Program Documents, including the provisions of Section 4(e)(iii) Notice and Cure of Consent No. 1, prior to the submission of any dispute relating to a Project Company Event of Default to binding arbitration.

(g) The County Parties acknowledge and consent that the Project Company may need to temporarily allocate (but only while the liens are in place) a portion of available monies to pay for certain items set forth herein and in the Program Documents, including without limitation Project completion costs (including soft costs), Administrative Expenses, Legal Fees, and Lease Payments which are Project Costs under the Program Documents and which, upon the future availability of Project Fund monies, are appropriately reimbursable from the Project Fund but for the fact that there may be an inconsistency with the standard Draw Paper Ratio. In such instance, and upon the availability of the Project Fund monies, the Authority covenants to amend the Bond Resolution, if necessary, to provide that such reimbursement shall constitute an eligible Project Cost payable from the Project Fund, and to take such other actions within its power to provide documentation sufficient to allow for reimbursement from the Project Fund for these items under the Program Documents Nothing in this Consent No. 2 is intended to limit the moneys available in the Project Fund to complete the Renewable Energy Projects in accordance with the Program Documents.

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Section 5. Certifications and Acknowledgements.

(a) County Parties Certification. The County Parties certify that the execution and delivery of this Consent No. 2 does not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement, including, but not limited to, the Program Documents, affecting any of the County Parties and/or underlying real property; provided however that such County Parties reference the alleged lien issues raised by the current litigation with the EPC Contractor.

(b) Additional 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. 2, no 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 the expiration of a cure period provided therein would constitute a default or give rise to a termination right thereunder.

(c) Additional County Parties Certification. Each County Party which is a party to the following Program Documents, agrees that the timeframe in which to satisfy the Project Company conditions set forth in the following sections: (i) Section 5.1(d) of the Local Unit License Agreements; (ii) Section 2.3 of the Power Purchase Agreement; and (iii) Section 501 of the Company Lease Agreement shall, if not already satisfied, be extended to the Required Completion Dates as amended by Section 4(a) hereof and further shall not, upon the execution and delivery of this Consent No. 2, constitute (y) a default under the Program Documents, or (z) with the passage of time an Event of Default under the Program Documents, if not completed by the original or extended Required Completion Dates, December 8, 2012, July 1, 2013, or September 15, 2013.

(d) Additional County Parties Certification. The County Parties certify that each Series 2011 Local Unit that is, as of the date of this Consent No. 2, a party to the Program Documents is an unaffected Series 2011 Local Unit, pursuant to Section 4(g) of Consent No. 1. The County Parties further covenant and agree, that notwithstanding the foregoing in the event execution and/or consent by a Local Unit(s) is necessary or appropriate, the County Parties will take all necessary actions within their control to obtain such execution and/or consent.

(e) Company Parties Certification. The Company Parties certify that (i) the execution and delivery of this Consent No. 2 do not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement, including, but not limited to, the Program Documents, and (ii) except as contemplated by the Program Documents or the existing litigation and Arbitration, there is no existing lease, mortgage, security interest, or other interest in or lien upon any Local Unit Facility or Renewable Energy Project placed or

improperly suffered to be placed by any Company Party; provided however that such Company Parties reference the alleged lien issues raised by the current litigation with the EPC Contractor.

(f) Additional Company Parties Certification. The Company Parties certify that the payment obligations listed in this Consent No. 2 are unconditional and absolute obligations on the part of the Company Parties to make all payments hereunder.

Section 6. Miscellaneous.

(a) Governing Law; Severability. This Consent No. 2 shall be governed by the laws of the State. If any one or more of the covenants or the agreements to be performed by any Party pursuant to this Consent No. 2 is determined by a court of competent jurisdiction to be contrary to law, such covenant or Consent No. 2 shall be deemed and construed to be severable from the remaining covenants and consents contained herein, and shall in no way affect the validity of the remaining provisions of this Consent No. 2.

(b) Exclusive Benefit of Parties. This Consent No. 2 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. 2 except with respect to Firstar, as set forth in Section 7(l) of Consent No. 1.

(c) Counterparts. This Consent No. 2 may be executed in several counterparts, and when at least one counterpart has been fully executed by each party hereto, this Consent No. 2 shall become binding on 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.

(d) Binding on Successor and Assigns. This Consent No. 2 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.

(e) Assignment. This Consent No. 2 may not be assigned by any Party without the prior written consent of the non-assigning Parties hereto.

(f) Amendment or Supplement. This Consent No. 2 shall not be repealed, revoked, altered or amended or supplemented in whole or in part without the written consent of all of the Parties hereto.

(g) 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. 2, 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.

(h) Authorization. The Parties represent, warrant and covenant to each other that each has the right, power and authority to enter into this Consent No. 2 and consummate the transactions contemplated hereby.

(i) Enforceability of this Consent No. 2. This Consent No. 2 shall be binding and enforceable in accordance with the respective terms hereof against the Authority and the Company Parties upon their execution and delivery hereof, notwithstanding the fact that the County shall be authorizing and executing this Consent No. 2 upon its subsequent authorization hereof, and this Consent No. 2 shall also be binding and enforceable in accordance with the respective terms hereof against the Series 2011 Local Units, which shall be provided with a copy hereof upon the final execution and delivery hereof.

(j) 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.

(k) Effectiveness. This Consent No. 2 shall be effective for purposes of the Program Documents upon execution by the County, the Authority, the Trustee, the Holding Company, SLG Capital and the Project Company.

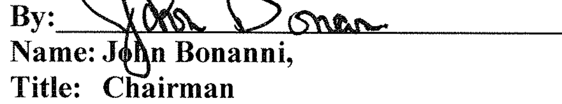
(l) Third Party Beneficiary. Firstar is an intended third party beneficiary of this Consent No. 2.

[Remainder of page left intentionally blank – signature pages follow.]

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

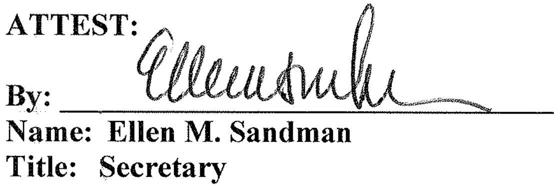
[SEAL]

THE MORRIS COUNTY IMPROVEMENT AUTHORITY



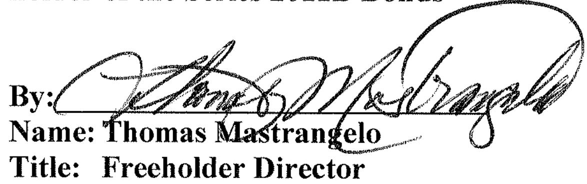
By:______________________________
Name: John Bonanni,
Title: Chairman

ATTEST:



By: ______________________________
Name: Ellen M. Sandman
Title: Secretary

COUNTY OF MORRIS, NEW JERSEY, as guarantor of the Series 2011 Bonds, and as 100% holder of the Series 2011B Bonds



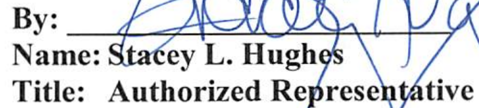
By:______________________________
Name: Thomas Mastrangelo
Title: Freeholder Director

ATTEST:

By:______________________________
Name: ~~XXXXXXXXX~~ Diane M. Ketchum
Title: Clerk of the Board of Chosen Freeholders

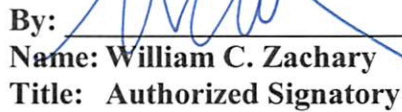
SUNLIGHT GENERAL MORRIS SOLAR LLC

By: SunLight General Capital Management, LLC, its Manager



By: ____________________
Name: Stacey L. Hughes
Title: Authorized Representative

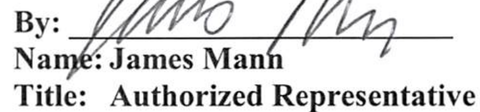
ATTEST:



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

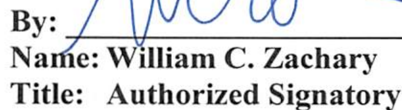
SUNLIGHT GENERAL MORRIS HOLDINGS LLC

By: SunLight General Capital Management, LLC, its Manager



By: ____________________
Name: James Mann
Title: Authorized Representative

ATTEST:



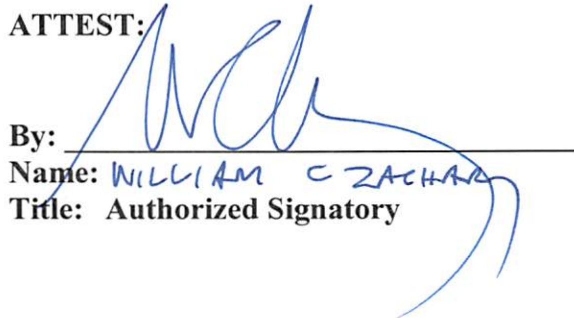
By: ____________________
Name: William C. Zachary
Title: Authorized Signatory

SUNLIGHT GENERAL NJC SOLAR LLC

By: SunLight General Capital, LLC, its Manager

By: ______________________
Name: Edouard Klehe
Title: Authorized Representative

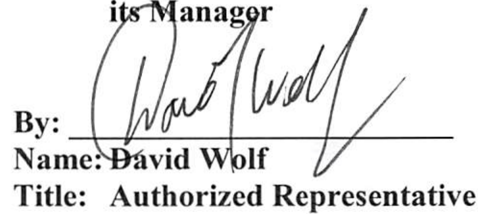
ATTEST:



By: ______________________
Name: WILLIAM C ZACHARY
Title: Authorized Signatory

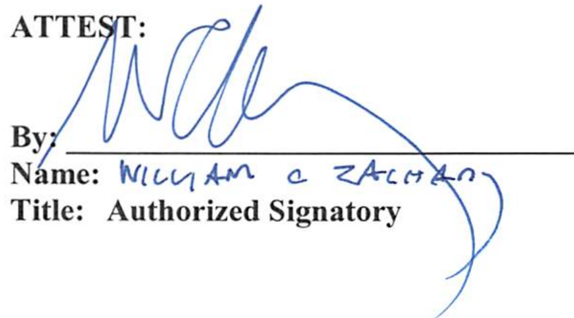
SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

By: SunLight General Capital, LLC, its Manager



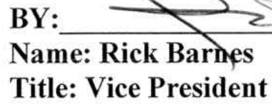
By: ______________________
Name: David Wolf
Title: Authorized Representative

ATTEST:



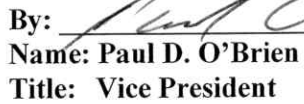
By: ______________________
Name: WILLIAM C ZACHARY
Title: Authorized Signatory

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

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