

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2020-176

Council Meeting Date: 08-17-2020

Date Adopted: 08-17-2020

TITLE: RESOLUTION APPROVING RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND SUMMIT SPEECH SCHOOL AND M & T BANK

Councilperson Cumiskey submitted the following resolution, which was duly seconded by Councilperson Matsikoudis.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve the Recognition, Nondisturbance and Attornment Agreement between the Borough of New Providence, Summit speech School and M & T Bank, in the form as attached hereto.

BE IT FURTHER RESOLVED they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 17th day of August, 2020.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GEOFFROY	X			
MATSIKLOUDIS	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 17th day of August, 2020.

Wendi B. Barry, Borough Clerk



RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT
New Jersey
(LEASE)

AGREEMENT dated as of the ___ day of _____, 2020, by and among [LANDLORD NAME], a [state of formation] [entity type], having an office at [LANDLORD ADDRESS] (hereinafter called “Landlord”), Summit Speech School, a New Jersey non-profit corporation, having an address at 705 Central Ave, New Providence, NJ 07974 (hereinafter called “Tenant”), Summit PPA LLC, a New Jersey limited liability company, having an address at 522 Cookman Avenue, #3, Asbury Park, NJ 07712 (hereinafter called “Solar Provider”) and M&T BANK, a New York banking corporation with its principal banking office at One M&T Plaza, Buffalo, NY 14203. Attention: Office of General Counsel (“Secured Party”).

WHEREAS, Landlord owns the real property located at 705 Central Avenue, New Providence, NJ 07974 (such real property, including, all buildings, improvements, structures and fixtures located thereon, “Landlord’s Premises”), as more particularly described in Schedule A;

WHEREAS, pursuant to that certain lease agreement dated April 6, 1993 by and between Landlord and Tenant (as the same has been or may be amended or modified from time to time, the “Lease”), Landlord demised to Tenant all or a portion of Landlord’s Premises (“Tenant’s Premises”) effective as of April 6, 1993. Tenant’s Premises are commonly known as Summit Speech School at 705 Central Avenue, New Providence, NJ 07974.

WHEREAS, Tenant entered into a certain Solar Power Purchase Agreement dated March 29th, 2018 (the “PPA”) with the Solar Provider, whereby Tenant granted a license to Solar Provider for purposes of performing all of Solar Provider’s obligations under the PPA including, without limitation, installing, operating and maintaining a solar panel system as more particularly described in the PPA (the “System”) on certain portions of Tenant’s Premises and Tenant agreed to purchase from Solar Provider the solar electricity generated from the System on terms and conditions set forth in the PPA;

WHEREAS, Secured Party has made or will be making certain credit facilities available to certain affiliates of Solar Provider as the same may be modified or amended from time to time (the “Loans”) and Solar Provider is guarantying repayment of the Loans (the “Guaranty”);

WHEREAS, to secure the Guaranty, Solar Provider has granted to Secured Party a first priority security interest in the System and all RECs and Incentives (as such terms are defined in the PPA) appertaining thereto (hereinafter, the “Collateral”) which is located on Tenant’s Premises pursuant to that certain General Security Agreement dated on or about the date hereof by Solar Provider in favor of Secured Party (as the same may be amended or modified from time to time, the “Security Agreement”) and a UCC Financing Statement has been or will be filed in the office of the New Jersey Department of Treasury to perfect Secured Party’s first lien on the Collateral;

WHEREAS, it is a condition of Secured Party’s agreement to make the Loans to Solar Provider that the security interest of the Secured Party be and at all times remain a lien on the Collateral (i) prior and superior to the rights of Tenant under the PPA and (ii) free and clear of any rights, claims or liens that Landlord has or may have on the personal property or fixtures of Tenant located at Tenant’s Premises;

WHEREAS, Landlord, Tenant, Solar Provider and Secured Party desire to agree upon the relative priorities of their interests in Tenant's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Tenant, Solar Provider and Secured Party agree as follows:

1. DEFINITIONS.

The following terms shall have the following meanings for purposes of this Agreement:

1.1 "Charges" means any and all charges and other payments due by Tenant to Solar Provider under the PPA.

1.2 "Foreclosure Event" means (a) foreclosure under the Security Agreement; (b) an assignment of all of the membership interests in Solar Provider to Secured Party in lieu of a foreclosure under the Security Agreement; (c) any other exercise by Secured Party of rights and remedies (whether under the Security Agreement or under applicable law, including bankruptcy law) as holder of the Loans, the Guaranty and/or the Security Agreement, as a result of which Secured Party becomes the owner of the System; or (d) delivery by Solar Provider to Secured Party (or its designee or nominee) of an assignment or other conveyance of Solar Provider's interest in the Collateral in lieu of any of the foregoing.

1.3 "Former Solar Provider" means Solar Provider and any other party that was the seller under the PPA at any time before the occurrence of any attornment under this Agreement.

1.4 "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Solar Provider pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Charges or performance of Tenant's other obligations under the PPA, arising (whether under the PPA or other applicable law) from Solar Provider's breach or default under the PPA.

1.4 "Successor Solar Provider" means any party that becomes owner of the System as the result of a Foreclosure Event or any party that becomes the holder of all of the memberships interests in Solar Provider.

1.5 "Termination Right" means any right of Tenant to cancel or terminate the PPA arising (whether under the PPA or under applicable law) from Solar Provider's breach or default under the PPA.

2. DISCLAIMER/CONSENT. Landlord and Tenant acknowledge and agree that, although the System has been installed on Tenant's Premises, the System is not a fixture on Tenant's Premises, but is the personal property of Solar Provider and that the System and all RECs and Incentives (i.e., the Collateral) will remain the personal property of Solar Provider throughout the term of the PPA notwithstanding the expiration or earlier termination of the Lease, subject to Tenant's option to purchase the System from Solar Provider pursuant to the terms of the PPA or a Foreclosure Event. Landlord and Tenant further acknowledge and agree that: (i) they consent to Secured Party taking a security interest or other lien in the Collateral and all of the membership interests in the Solar Provider being collaterally assigned and pledged to Secured Party; (ii) any and all liens, claims, demands, or rights, including, but not limited to, the right to levy or distraint for unpaid rent under the Lease, which Landlord now has or hereafter

acquires on or in any of Tenant's personal property located at Tenant's Premises exclude the Collateral; (iii) Secured Party may, at any time, pursuant to the Security Agreement, enter upon Tenant's Premises and remove the Collateral without liability to Landlord, except for damage to Tenant's Premises directly resulting from such removal; (iv) Landlord will not seek to levy execution on or foreclose any lien or other security interest in the Collateral or otherwise apply the value of the Collateral to satisfy any claim of Landlord against Tenant or Solar Provider until all obligations owing by Solar Provider to Secured Party have been irrevocably paid in full; and (v) it will notify any successor in interest of all or any part of Landlord's Premises or Tenant's Premises of this consent and disclaimer, which shall be binding upon the Landlord's and Tenant's personal representatives, successors and assigns.

3. NONDISTURBANCE, RECOGNITION AND ATTORNMENT.

3.1 No Exercise of Secured Party's Remedies Against Tenant. So long as the PPA has not been terminated on account of Solar Provider's default that has continued beyond applicable cure periods (an "Event of Default"), Secured Party shall not name or join Tenant as a defendant in any exercise of Secured Party's rights and remedies arising upon a default under the Loans, the Guaranty or the Security Agreement, unless applicable law requires Tenant to be made a party thereto as a condition to such proceeding or prosecuting such rights and remedies. In the latter case, Tenant may be joined as a defendant in such action only for such purpose and not to terminate the PPA or otherwise adversely affect Tenant's rights under the PPA or this Agreement in such action.

3.2 Nondisturbance and Attornment. If the PPA has not been terminated on account of an Event of Default by Solar Provider, then, when Successor Solar Provider takes title to the Collateral ("Attornment Date"): (a) Successor Solar Provider shall not terminate the PPA, except in accordance with the terms of the PPA and this Agreement; (b) Successor Solar Provider shall be bound to Tenant under all the terms and conditions of the PPA (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Solar Provider as Tenant's direct seller under the PPA as affected by this Agreement; and (d) the PPA shall continue in full force and effect as a direct agreement in accordance with its terms (except as provided in this Agreement), between Successor Solar Provider and Tenant.

3.3 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Solar Provider or Tenant to execute any further documents. Tenant and Successor Solar Provider shall, however, confirm the provisions of this Article in writing upon request by either of them.

3.4 Landlord/Tenant Cooperation. Landlord and Tenant agree to reasonably cooperate with Secured Party to obtain from any mortgagee of the Landlord's Premises and the Tenant's Premises a waiver of rights, claims, liens and other security interests in the Collateral on the Tenant's Premises substantially in the form attached hereto as **Exhibit A**.

4. PROTECTION OF SUCCESSOR SOLAR PROVIDER. Notwithstanding anything to the contrary in the PPA or the Security Agreement, neither Secured Party nor the Successor Solar Provider shall be liable for or bound by any of the following matters:

4.1 Claims Against Former Solar Provider. Any Offset Right that Tenant may have against any Former Solar Provider relating to any event or occurrence before the Attornment Date, including any claim for damages of any kind whatsoever as the result of any breach by Former Solar Provider that occurred before the Attornment Date. The foregoing shall not limit either (a) Tenant's right to exercise against Successor Solar Provider any Offset Right otherwise

available to Tenant because of events occurring after the Attornment Date; or (b) Successor Solar Provider's obligation to correct any conditions that existed as of the Attornment Date and violate Successor Solar Provider's obligations as seller under the PPA.

4.2 Prepayments. Any payment of Charges that Tenant may have made to Former Solar Provider more than thirty days before the date such Charges were first due and payable under the PPA with respect to any period after the Attornment Date other than, and only to the extent that, the PPA expressly required such a prepayment.

4.3 Payments. Any obligation to pay Tenant any sum(s) that any Former Solar Provider owed to Tenant.

4.4 Modification, Amendment, or Waiver. Any modification or amendment of the PPA, or any waiver of any terms of the PPA, made without Secured Party's written consent.

4.5 Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the PPA, in whole or in part, agreed upon between Solar Provider and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the PPA.

5. EXCULPATION OF SUCCESSOR SOLAR PROVIDER. Notwithstanding anything to the contrary in this Agreement or the PPA, upon any attornment pursuant to this Agreement, the PPA shall be deemed to have been automatically amended to provide that Successor Solar Provider's obligations and liability under the PPA shall never extend beyond Successor Solar Provider's (or is successors' or assigns') interest, if any, in the Collateral from time to time, including insurance and condemnation proceeds, Successor Solar Provider's interest in the PPA, and the proceeds from any sale or other disposition of the Collateral by Successor Solar Provider (collectively, "Successor Solar Provider's Interest"). Tenant shall look exclusively to Successor Solar Provider's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Solar Provider under the PPA as affected by this Agreement. If Tenant obtains any money judgment against Successor Solar Provider with respect to the PPA or the relationship between Successor Solar Provider and Tenant, then Tenant shall look solely to Successor Solar Provider's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Solar Provider.

6. SECURED PARTY'S RIGHT TO CURE.

6.1 Notice to Secured Party. Notwithstanding anything to the contrary in the PPA or this Agreement, before exercising any Termination Right or Offset Right, Tenant shall provide Secured Party with notice of the breach or default by Solar Provider giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Secured Party's Cure Period. After Secured Party receives a Default Notice, Secured Party shall have a period of thirty (30) days beyond the time available to Solar Provider under the PPA in which to cure the breach or default by Solar Provider. Secured Party shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Solar Provider, except to the extent that Secured Party agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Solar Provider the cure of which requires possession and control of the Collateral, provided only that Secured Party undertakes to Tenant by written

notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Secured Party's cure period shall continue for such additional time (the "Extended Cure Period") as Secured Party may reasonably require to either (a) obtain possessions and control of the Collateral and thereafter cure the breach or default with reasonable diligence and continuity; or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. CONFIRMATION OF LEASE FACTS. Landlord and Tenant represents to Secured Party and to any Successor Solar Provider, in each case as of the date of this Agreement ("Effective Date"):

7.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

7.2 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time, or both, would constitute such a breach or default.

7.3 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

7.3 No Termination. Neither Landlord nor Tenant has commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable right to terminate the Lease regardless of a default by Landlord under the Lease.

7.4 Commencement Date. The "Commencement Date" of the Lease was _____, _____, 20_____.

7.3 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein, other than the license granted to Solar Provider under the PPA and sublease(s) made in compliance with the Lease.

7.4 Due Authorization. Landlord and Tenant have full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

8. CONFIRMATION OF PPA FACTS. Tenant represents to Secured Party and to any Successor Solar Provider, in each case as of the Effective Date:

8.1 Effectiveness of PPA. The PPA is in full force and effect, has not been modified, and constitutes the entire agreement between Solar Provider and Tenant relating to the Collateral. Tenant has no interest in the Collateral except pursuant to the PPA. No unfulfilled conditions exist to Tenant's obligations under the PPA.

8.2 Charges. Tenant has not paid any Charges that are first due and payable under the PPA after the Effective Date.

8.3 No Solar Provider Default. To the best of Tenant's knowledge, no breach or default by Solar Provider exists and no event has occurred that, with the giving of notice, the passage of time, or both, would constitute such a breach or default.

8.4 No Tenant Default. Tenant is not in default under the PPA and has not received any uncured notice of any default by Tenant under the PPA.

8.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the PPA. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

8.6 Commercial Operation Date. The "Commercial Operation Date" of the PPA was March 29th, 2018.

8.7 Acceptance. Solar Provider has performed all of its installation related obligations of the System under the PPA; Tenant has accepted such performance by Solar Provider and Tenant has accepted the commencement of operations of the System.

9. TENANT COVENANTS. Tenant covenants with the Secured Party that now and continuing as long as the Security Agreement shall remain unsatisfied of record as follows:

9.1 Payment Notices. From and after Tenant's receipt of written notice from Secured Party (a "Payment Notice"), Tenant shall pay all Charges to Secured Party or as Secured Party shall direct in writing, until such time as Secured Party directs otherwise in writing. Tenant shall comply with any Payment Notice notwithstanding any contrary instruction, direction or assertion from Solar Provider. Secured Party's delivery to Tenant of a Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (a) cause Secured Party to succeed to or to assume any obligations or responsibilities as Solar Provider under the PPA, all of which shall continue to be performed and discharged solely by Solar Provider unless and until any attornment has occurred pursuant to this Agreement; or (b) relieve Solar Provider of any obligations under the PPA.

9.2 Tenant shall not subordinate the PPA to the lien of any other mortgage or security instrument other than the Security Agreement in favor of the Secured Party.

9.3 If requested by the Secured Party or the Successor Solar Provider, Tenant shall deliver to Secured Party or the Successor Solar Provider (as the case may be) the same periodic deliveries (e.g., updated estoppel certificates) it delivers to Solar Provider pursuant to the PPA.

10. SOLAR PROVIDER'S CONSENT.

10.1 Solar Provider consents and agrees to the terms and conditions of this Agreement, which was entered into at Solar Provider's request. This Agreement shall not alter, waive or diminish any of Solar Provider's obligations under the Security Agreement or the PPA. This Agreement discharges any obligations of Secured Party under the Security Agreement and related loan documents to enter into a nondisturbance agreement with Tenant.

10.2 Solar Provider irrevocably directs Tenant to comply with any Payment Notice, notwithstanding any contrary direction, instruction or assertion by Solar Provider. Tenant shall be entitled to rely on any Payment Notice. Tenant shall be under no duty to controvert or challenge any Payment Notice. Tenant's compliance with a Payment Notice shall not be deemed to violate the PPA. Solar Provider hereby releases Tenant from, and shall indemnify and hold Tenant harmless from and against, any and all loss, claim, damage, liability, cost or expense (including payment of reasonable attorneys' fees and disbursements) arising from any claim based upon Tenant's compliance with any Payment Notice. Solar Provider shall look solely to Secured Party with respect to any claims Solar Provider may have on account of an incorrect or wrongful Payment Notice.

11. MISCELLANEOUS.

11.1 Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to any party (at the address on page one). Such notice or demand shall be deemed sufficiently given for all purposes when delivered (i) by personal delivery and shall be deemed effective when delivered, or (ii) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service (e.g., Federal Express). Notice by e-mail is not valid notice under this agreement.

11.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Solar Provider, and its successors and assigns. If Secured Party assigns the Security Agreement, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

11.3 Interaction with PPA and with Security Agreement. If this Agreement conflicts with the PPA, then this Agreement shall govern as between the parties and any Successor Solar Provider, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the PPA that provide for subordination of the PPA to, or for delivery of nondisturbance agreements by the holder of, the Security Agreement. Secured Party confirms that Secured Party has consented to Solar Provider's entering into the PPA.

11.4 Secured Party's Rights and Obligations. Except as expressly provided for in this Agreement, Secured Party shall have no obligations to Tenant with respect to the PPA. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Secured Party under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Solar Provider provided for in this Agreement.

11.5 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of New Jersey, excluding its principles of conflicts of laws. **THE UNDERSIGNED PARTIES HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW JERSEY IN A COUNTY OR JUDICIAL DISTRICT WHERE THE SECURED PARTY MAINTAINS A BRANCH, AND CONSENT THAT THE SECURED PARTY MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT THE UNDERSIGNED'S ADDRESS SET FORTH ABOVE.** The undersigned parties acknowledge and agree that the venue provided above is the most convenient forum for both the Secured Party and the other undersigned parties. Each of the undersigned parties waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

11.6 Entire Agreement; Amendments and Headings. This Agreement constitutes the entire agreement among the undersigned parties regarding the subordination of the PPA to the Security Agreement, the disclaimer of rights in the Collateral and the rights and obligations of Secured Party and the other undersigned parties as to the subject matter of this Agreement. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Secured Party represents that Secured Party has full authority to enter into

this Agreement, and Secured Party's entry into this Agreement has been duly authorized by all necessary actions. The headings and captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or the intent of any provision or section of this Agreement and shall not be deemed to have any substantive effect. Inapplicability or unenforceability of any provisions of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

11.7 No Agency Relationship. The Secured Party is not the agent or representative of Solar Provider and this Agreement shall not make the Secured Party liable to materialmen, contractors, craftsmen, laborers or others for goods delivered to or services performed by them upon the Landlord's Premises, the Tenant's Premises or the Collateral, or for debts or claims accruing to such parties against Solar Provider and there is no contractual relationship, either expressed or implied, between the Secured Party and any materialmen, sub-contractors, craftsmen, laborers, or any other person supplying any work, labor or materials for the Landlord's Premises or the Tenant's Premises.

11.8 WAIVER OF JURY TRIAL. EACH OF THE UNDERSIGNED PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY THEY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS RELATED THERETO. EACH OF THE UNDERSIGNED PARTIES REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF THE SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED PARTY WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS RIGHT TO JURY TRIAL WAIVER. EACH OF THE UNDERSIGNED PARTIES ACKNOWLEDGES THAT THE SECURED PARTY HAS BEEN INDUCED TO ACCEPT THIS AGREEMENT BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

[Rest of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the first date set forth above.

LANDLORD:

Signature of Witness

Typed Name of Witness

By: _____

Name: _____

Title: _____

TENANT:
Summit Speech School

Signature of Witness

Typed Name of Witness

By: _____

Name: _____

Title: _____

SOLAR PROVIDER:
Summit PPA LLC

Signature of Witness

Typed Name of Witness

By: _____

Name: _____

Title: _____

M&T BANK

Signature of Witness

Typed Name of Witness

By: _____

Name: _____

Title: _____

**ACKNOWLEDGMENT
(Landlord)**

STATE OF NEW JERSEY)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**ACKNOWLEDGMENT
(Tenant)**

STATE OF NEW JERSEY)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**ACKNOWLEDGMENT
(Solar Provider)**

STATE OF NEW JERSEY)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**ACKNOWLEDGMENT
(Secured Party)**

STATE OF NEW JERSEY)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A

DESCRIPTION OF LANDLORD'S PREMISES



ALL THAT CERTAIN REAL PROPERTY lying, being and situated in the City of New Providence County of Union, and State of New Jersey, more particularly described as follows: 705 Central Avenue, New Providence, NJ 07974.

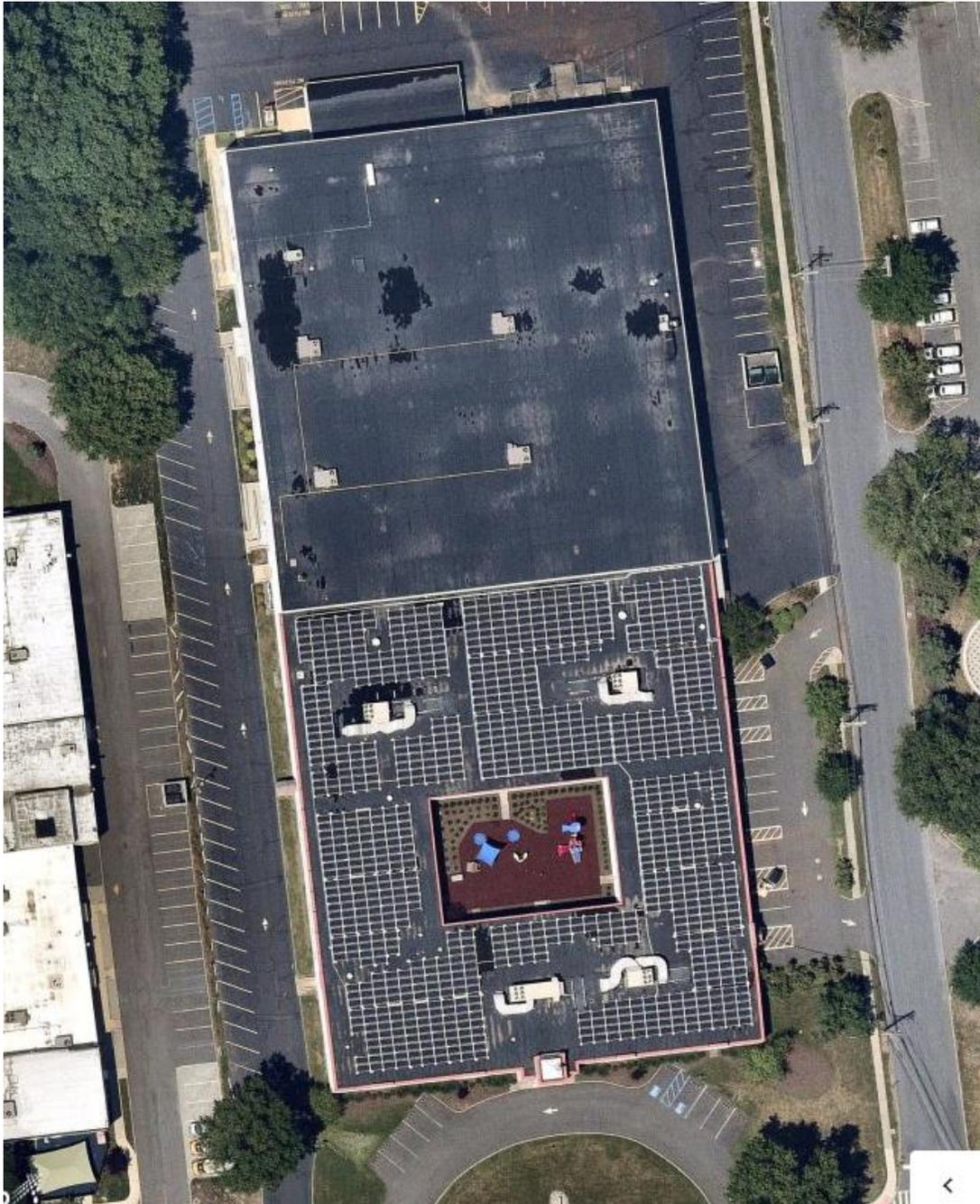




EXHIBIT A



MORTGAGEE WAIVER
New Jersey

Re: Premises: 705 Central Avenue, New Providence, NJ 07974

Borrower: Solar Landscape LLC; Solar Landscape Development LLC; Solar Landscape Origination LLC; Shore Holdings 2019 LLC

Collateral: A 353.32 kWdc roof mount photovoltaic system together all revenue streams resulting t
by and between Summit Speech School, a New Jersey non-profit corporation
(the "Purchaser") and Summit PPA LLC, a New Jersey limited liability company
("Seller").

The undersigned is the holder of an interest as owner, mortgagee or otherwise (the "Holder") in certain real property, commonly described as stated above as the Premises.

The Holder has been advised that M&T Bank with its chief executive office at One M&T Plaza, Buffalo, New York 14203, or one or more of its affiliates (any, the "Lender") is about to extend credit to the Borrower to be secured by a security interest in the property identified above as the Collateral which is located, in whole or in part, at the Premises and a collateral assignment and pledge of all of the membership interests in Seller, which owns the Collateral. The Lender's extension of credit to the Borrower is conditioned upon the Holder's waiver of any and all claims, interests or liens the Holder has or may have with respect to the Collateral.

The Holder, intending to be legally bound, does hereby agree as follows: (i) it consents to the Lender taking a security interest, chattel mortgage or other lien in such Collateral and a collateral assignment and pledge of all of the membership interests in Seller, which owns the Collateral; (ii) that the Collateral is not a fixture at the Premises, but the personal property of Seller; (ii) that any and all liens, claims, demands, or rights, including but not limited to the right to levy or distraint for unpaid rent, which it now has or hereafter acquires on or in any of the Premises, shall exclude the Collateral, and as to the Lender, the Holder specifically waives and relinquishes all rights of levy, distraint or execution with respect to such property; (iii) the Lender may at any time enter upon the Premises and remove the Collateral without liability to the Holder except for damage to the Premises directly resulting from such removal; (iv) the Holder will not seek to levy execution on or foreclose any lien or other security interest in the Collateral or otherwise apply the value of the Collateral to satisfy any claim of the Holder against the Borrower (or the owner of the Collateral if different from the Borrower) until all obligations owing by the Borrower to the Lender have been irrevocably paid in full; and (v) it will notify any successor in interest of all or any part of such real property of this consent and waiver which shall be binding upon the Holder's personal representatives, successors and assigns. Unless provided otherwise under federal law, this Agreement will be interpreted in accordance with the laws of the State of New Jersey excluding its conflict of laws rules.

Date _____

[NAME OF HOLDER]

Signature of Witness _____

By: _____

Name: _____

Typed Name of Witness _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)

: SS.

COUNTY OF _____)

On the _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed

to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

DRAFT