

AMENDMENT #2 TO SOLAR POWER PURCHASE AGREEMENT

This Amendment #2 is entered into this _____ of _____ (the “Effective Date”), between Readington Solar PV LLC (hereinafter referred to as the “Developer”) and the Readington Township Board of Education (hereinafter referred to as the “Buyer”).

WHEREAS, the Buyer and Developer (hereinafter referred to individually as a “Party” and collectively as “Parties”) entered into a Solar Power Purchase Agreement dated September 23, 2016 as amended by Amendment #1 thereto dated as of May 25, 2017 (hereinafter referred to as the “Existing Agreement”);

WHEREAS, the Parties desire to further amend the Agreement to reflect the final as-built design;

NOW, THEREFORE, the parties mutually agree as follows:

1. Capitalized terms used in this Amendment #2 and not defined herein have the meanings assigned to them in Existing Agreement. The Recitals are incorporated into this Amendment #2.
2. The Original Agreement is hereby amended as follows:
 - a) By striking Exhibit B and replacing it with Exhibit B attached hereto.
 - b) By striking Exhibit C and replacing it with Exhibit C attached hereto.
 - c) By striking Exhibit K and replacing it with Exhibit K attached hereto.
3. Entire Agreement; Governing Law. This Amendment #2 shall be governed by the laws of the State of New Jersey.
4. Authority. Each Party represents and warrants to the other Party that it has the power, right and authority to enter into this Amendment #2 and to consummate the transactions contemplated hereby.
5. The Parties may execute this Amendment #2 in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it. Delivery of an executed counterpart of this Amendment #2 by facsimile transmission or by other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment #2.
6. Except as modified and amended in this Amendment #2, the Existing Agreement remains in full force and effect, and the Parties hereby ratify and re-affirm the Existing Agreement in all respects.
7. That portion of the System located at Holland Brook School within the detention basin has been constructed by the Developer such that it is possible that portions of the System could be

submerged for periods of time if the basin fills to its maximum capacity before releasing through the upper spillway. In the event any portion of the System located within the basin, at an elevation that is lower than the elevation of the upper spillway, is submerged for any period of time, and such submersion results in damage to the System constituting a Partial or Total Loss, as such terms are-is defined in Section 8.(a)(iii) of the Existing Agreement; then the Developer agrees, regardless of any defenses otherwise available to the Developer under the Existing Agreement, to (1) honor the production guaranty set forth in Section 5(f) and Exhibit C of the Existing Agreement, and (2) ~~either~~ in the event of a Partial Loss repair the System within a reasonable period of time; or (3) in the event of a Total Loss, (x) repair and replace the System at Developer's cost provided such repair and replacement is deemed commercially reasonable in Developer's reasonable discretion or (y) remove the System as required in Section 4 of the Existing Agreement and pay to the Buyer Developer Termination Payment set forth in Exhibit F of the Existing Agreement for the applicable year of termination.

[Signatures follow]