

Section B: Community Solar Energy Project Description
Project Name: Wrightstown I *This name will be used to reference the project in correspondence with the Applicant.
I. Applicant Contact Information
Applicant Company/Entity Name: GoSolarFinance, LLC First Name: Qiuping Last Name: Zhang Daytime Phone: 9083926196 Email: info@gosolarfinance.com Applicant Mailing Address: 255 Old New Brunswick Rd, Ste S-270 Municipality: Piscataway County: Middlesex Zip Code: 08854
Applicant is: Community Solar Project Owner Community Solar Developer/Facility Installer Subscriber Organization Agent (if agent, what role is represented)
II. Community Solar Project Owner
Project Owner Company/Entity Name (complete if known): GoSolarFinance, LLC First Name: Qiuping Last Name: Zhang Daytime Phone: 9083926196 Email: info@gosolarfinance.com Mailing Address: 255 Old New Brunswick Rd, Ste S-270 Municipality: Piscataway County: Middlesex Zip Code: 08854
III. Community Solar Developer
This section, "Community Solar Developer," is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. In all other cases, this section is required. Developer Company Name (optional, complete if applicable): Aston Solar Energy, LLC
First Name: Thomas Last Name: Chen
Daytime Phone: 9083926185 Email: tchen@astonsolar.com Mailing Address: 255 Old New Brunswick Rd, Ste S-235
Municipality: Piscataway County: Middlesex Zip Code: 08854
The proposed community solar project will be primarily built by: I the Developer I a contracted engineering, procurement and construction ("EPC") company



If the proposed community solar project will be primarily built by a contracted EPC company, complete the following (optional, complete if known):

If the EPC company information is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the EPC company becomes known.

EPC Company Name (optional, cor	mplete if applicable): Aston Solar	r Energy, LLC
	Last Name: Chen	
Daytime Phone: 9083926185	 Email: tchen@ast	onsolar.com
Mailing Address: 255 Old New Bro		
Municipality: Piscataway		Zip Code: 08854
,		
IV. Property/Site Owner Informati	on	
,	Mini Faura III C	
Property Owner Company/Entity I		
First Name: Honghu Chen	Last Name: Chen	
Daytime Phone: 9082316697		en@yanoo.com
Applicant Mailing Address: 330 M		
Municipality: Wrightstown	County: Burlington	Zip Code: <u>08562</u>
	<u>New Jersev's 1</u>	
V. Community Solar Subscriber Or	ganization (optional, complete if	f known)
	CIAOIDE	
If this se <mark>ction, "</mark> Community Solar	r Subscriber Organization," is le	eft blank and the proposed project is
approved by the Board for particip	pation in the Community Solar En	nergy Pilot Program, the Applicant must
inform the Board of the information	on below once the Subscriber Org	ganization becomes known.
Subscriber Organization Company	/Entity Name (optional, complet	te if applicable):
First Name:	Last Name:	
Mailing Address:		
		Zip Code:
VI. Proposed Community Solar Fac	cility Characteristics	
,	•	
Community Solar Facility Size (as o	denominated on the PV nanels):	0.999875 MWdc
		atically eliminated. If awarded, projects
will be held to the MWdc size indi		actionly cirriniated. If awarded, projects
will be field to the Wiwae size man	cated in this Application.	
Community Solar Facility Location	(Address): 330 Meany Rd	
		7in Code: 08562
Name of Property (optional, comp		Zip code
Community Solar Facility Location Municipality: Wrightstown	County: Burlington	Zip Code: 08562
Name of Property Lontional Comp	iete it applicable):	



Property Block and Lot Number(s): Block 33, Lots 800
Community Solar Site Coordinates: -74.563430° Longitude 40.054904° Latitude
Total Acreage of Property Block and Lots: 8.9 acres Total Acreage of Community Solar Facility: 1.1 (Rooftop) acres
Attach a delineated map of the portion of the property on which the community solar facility will be located in PDF format. The map must be provided in color. Note: Applications may be required upon request to submit a copy of the delineated map as a design plan in drawing file format (.dwg) or as a shapefile (.shp), in order to facilitate integration with Geographic Information System (GIS) software.
EDC electric service territory in which the proposed community solar facility is located: <i>(select one)</i> Atlantic City Electric Public Service Electric & Gas Rockland Electric Co.
Estimated time from Application selection to project completion* (The Applicant should provide a good faith estimate of the date of project completion; however, this data is being collected for informational purposes only.): Octuber (month) 2021 (year) *Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project. Projects must be fully operational within 12 months of receiving conditional approval by the Board (subject to change according to the proposed rule amendment described in the Terms and Conditions). The proposed community solar facility is an existing project*
VII. Community Solar Facility Siting
 The proposed community solar project has site control*



2.	The proposed community solar facility is located, in part or in whole, on preserved farmland*□ Yes ☑ No
	If "Yes," the Application will not be considered by the Board. *Preserved farmland is defined in N.J.A.C. 14:8-9.2 as land from which a permanent development easement was conveyed and a deed of easement was recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-11 et seq.; land subject to a farmland preservation program agreement recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-24; land from which development potential has been transferred pursuant to N.J.S.A. 40:55D-113 et seq. or N.J.S.A. 40:55D-137 et seq.; or land conveyed or dedicated by agricultural restriction pursuant to N.J.S.A. 40:55D-39.1.
3.	The proposed community solar facility is located, in part or in whole, on Green Acres preserved open space* or on land owned by the New Jersey Department of Environmental Protection (NJDEP)
	with "Green Acres funding" (as defined at N.J.A.C. 7:36).
4.	The proposed community solar facility is located, in part or in whole, on (check all that apply): a landfill (see question 7 below) a brownfield (see question 8 below) = rgy com an area of historic fill (see question 9 below) a rooftop (see question 10 below) a canopy over a parking lot or parking deck a canopy over another type of impervious surface (e.g. walkway) a water reservoir or other water body ("floating solar") (see question 11 below) a former sand or gravel pit or former mine farmland* (see definition below) other (see question 5 below):
	*Farmland is defined as land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the "Farmland Assessment Act of

*Farmland is defined as land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the "Farmland Assessment Act of 1964," P.L. 1964, c.48 (C. 54:4-23.1 et seq.) at any time within the ten year period prior to the date of submission of the Application.

5. If you answered "other" to question 4 above, describe the proposed site and explain why it is appropriate for siting a community solar facility:



6.	The proposed community solar facility is located, in part or in whole, on land located in: the New Jersey Highlands Planning Area or Preservation Area the New Jersey Pinelands If the project is a ground mounted project (i.e. not rooftop or canopy), and answered "Yes" to either of the options above, include a letter or other determination from the New Jersey Highlands Council or the New Jersey Pinelands Commission, as relevant, stating that the proposed project is consistent with land use priorities in the area.
7.	If the proposed community solar facility is located, in part or in whole, on a landfill, provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm :
8.	If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property?
9.	If the proposed community solar facility is located, in part or in whole, on an area of historic fill, have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented?
10.	If the proposed community solar facility is located, in part or in whole, on a rooftop, has the Applicant verified that the roof is structurally able to support a solar system? Yes No If "Yes," attach substantiating evidence. If "No," the application will not be considered by the Board.
11.	If the proposed community solar facility is located, in part or in whole, on a water reservoir or other water body ("floating solar"), is the facility located at a water treatment plant or sand and gravel pit that has little to no established floral and faunal resources? ☐ Yes ☑ No



If "Yes," provide supporting details and attach substantiating evidence if needed.

*All proposed floating solar projects are required to meet with NJDEP's OPPN prior to submitting an Application. Applicants are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application. Please see section VIII Permits, Question 2 for more information.

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	Will the use restriction(s) be required to be modified by variance or other means? \square Yes \boxdot No
	If "Yes," explain the modification below.
18.	The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This represents site improvements beyond required basic site improvements
	Landscaping with construction of a sidewalk and fence around the property. See Exhibit for Landscape Plan
40	njcleanenergy.com
19.	This question is for informational purposes only, and will not impact the Application's score. The Board is interested in learning more about ways in which "dual use" projects may be implemented in the Pilot Program:
	The proposed community solar facility is a "dual use" project: i.e. the project site will remain in active agricultural production throughout the life of the project (e.g. crop production under or between the panels, livestock grazing) ✓ Yes ☐ No
	*Wildflower planting or other pollination support is not considered dual use for purposes of this question (pollination support is question 18). If "Yes," explain what agricultural production will be maintained on the site and will be consistent
	with the presence of a solar system. Provide any substantiating documentation in an attachment.
	By integrating a photovoltaic generator into greenhouse enables a game-changing vertical farming with net-zero carbon emission. See Exhibit for Dual Use.



VIII. Permits

1.	attachment to this Application
	If "No," the Application will be deemed incomplete. This requirement only applies to ground
	mounted and floating solar projects. Community solar projects located on a rooftop, parking lot,
	or parking structure are exempt from this requirement.
	*Applicants are not required to submit the Permit Readiness Checklist to NJDEP prior to
	submitting an Application to the Board, except in the case of floating solar projects.
2.	The Applicant has met with NJDEP's OPPN □ Yes □ No
	If "Yes," attach meeting notes or relevant correspondence with NJDEP's OPPN.
	* If the Applicant met with OPPN or received comments from OPPN (formerly PCER) for this
	project as part of the Program Year 1 Application process, and if the details of the project and the
	site characteristics have remained the same, those comments remain valid. Please include those
	comments or meeting notes as an attachment to the Application.
	*A meeting with NJDEP's OPPN is <u>not required</u> prior to submitting an Application. Exception: all
	floating solar projects are required to meet with NJDEP's OPPN prior to submitting an
	Application. Applicants with a floating solar project are responsible for contacting NJDEP with
	sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an
	Application.
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3.	The Applicant has received all non-ministerial permits* for this project (optional)
	Yes □ No
	*Receiving all non-ministerial permits is not required prior to submitting an Application.
	*A non-ministerial permit is one in which one or more officials consider various factors and
	exercise some discretion in deciding whether to issue or deny a permit. This is in contrast to a
	ministerial permit, for which approval is contingent upon the project meeting pre-determined
	and established standards. Examples of non-ministerial permits include: local planning board
	authorization, use variances, Pinelands or Highlands Commission approvals, etc. Examples of
	ministerial permits include building permits and electrical permits.

- 4. Please list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility pursuant to local, state and federal laws and regulations. Include permits that have already been received, have been applied for, and that will need to be applied for. These include:
 - a. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, New Jersey Pollutant Discharge Elimination System "NJPDES", etc.) for the property.
 - b. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, NJPDES, etc.) directly related to the installation and operation of a solar facility on this property.



c. Permits, approvals, or other authorizations other than those from NJDEP for the development, construction, or operation of the community solar facility (including local zoning and other local and state permits)

An Application that does not list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility will be deemed incomplete.

If a permit has been received, attach a copy of the permit.

Permit Name	Permitting	Date Permit Applied for (if applicable) /
& Description	Agency/Entity	Date Permit Received (if applicable)
Building Construction Permit	North Hanover TWP	11/28/2018
Electrical Permit	North Hanover TWP	11/28/2018
Utility Service upgrade	JCP&L	08/06/2019
		SA 177
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The Applicant has consulted the hosting capacity map of the relevant EDC via the EDC's website (links are available on the NJCEP website) and determined that, based on the capacity hosting map as published at the date of submission of the Application, there is sufficient capacity available at the proposed location to build the proposed community solar facility
If "Yes," include a screenshot of the capacity hosting map at the proposed location, showing the available capacity.
If the hosting capacity map shows insufficient capacity, the Application will not be considered by the Board, unless the Applicant provides: 1) a letter from the relevant EDC indicating that the
hosting capacity map is incorrect in that location, or 2) an assessment from the relevant EDC of
the cost of the interconnection upgrade that would be required to enable the interconnection of
the proposed system, and a commitment from the Applicant to pay those upgrade costs if the
project were to be selected by the Board.
Exception: Projects located in PSE&G service territory for which the hosting capacity map shows
insufficient capacity available at the planned location may be eligible for a waiver of this
requirement. If this application is seeking to exercise this waiver, please check "Yes" below and
attach the waiver requirements as described in the Board's Order:
https://www.njcleanenergy.com/files/file/CommunitySolar/FY21/8E%20-
%20ORDER%20PSEG%20Interconnection.pdf.
This project is exercising the PSE&G hosting capacity map waiver: \square Yes \trianglerighteq No



6.	The Applicant has conducted an interconnection study for the proposed system (optional) \square Yes \square No
	If "Yes," include the interconnection study received from the EDC.
IX. Cor	nmunity Solar Subscriptions and Subscribers
1.	Estimated or Anticipated Number of Subscribers (please provide a good faith estimate or range): 120
2.	Estimated or Anticipated Breakdown of Subscribers (please provide a good faith estimate or range of the kWh of project allocated to each category): Residential: 75% Commercial: 25% Industrial: Other:
3.	The proposed community solar project is an LMI project* ✓ Yes □ No *An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.
4.	The proposed community solar project has a clear plan for effective and respectful customer engagement process
5.	The proposed community solar project will allocate at least 51% of project capacity to residential customers ✓ Yes □ No
6.	An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project



Additionally, the affordable housing provider must attach a signed affidavit that the specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription will be passed through to their residents/tenants.

If "No," please be aware that, if, at any time during the operating life of the community solar project an affordable housing provider wishes to subscribe to the community solar project as an LMI subscriber, it must submit a signed affidavit that the specific, substantial, identifiable, and quantifiable benefits from the community solar subscription will be passed through to its residents/tenants.

This project uses an anchor subscriber <i>(optional)</i>
Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription:
Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants?
njcleanenergy.com Additionally, the account holder of the master meter must attach a signed affidavit that the

Additionally, the account holder of the master meter must attach a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to the tenants.

If "No," please be aware that, if, at any time during the operating life of the community solar project the account holder of a master meter wishes to subscribe to the community solar project on behalf of its tenants, it must submit to the Board a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to its tenants.

9.	The geographic restriction for distance between project site and subscribers is: (select one)
	\square No geographic restriction: whole EDC service territory
	\square Same county OR same county and adjacent counties
	Same municipality OR same municipality and adjacent municipalities
	Note: The geographic restriction selected here will apply for the lifetime of the project, barring
	special dispensation from the Board, pursuant to N.J.A.C. 14:8-9.5(a).



10.	Product Offering for LMI subscribers: (The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)			
	The subscription proposed offers guaranteed or fixed savings to subscribers ☑ Yes ☐ No If "Yes," the guaranteed or fixed savings are offered as:			
	☐ A percentage saving on the customer's annual electric utility bill			
	✓ A percentage saving on the customer's community solar bill credit☐ Other:			
	If "Yes," the proposed savings represent:			
	\square 0% - 5% of the customer's annual electric utility bill or bill credit			
	\square 5% - 10% of the customer's annual electric utility bill or bill credit			
	\square 10% - 20% of the customer's annual electric utility bill or bill credit			
	over 20% of the customer's annual electric utility bill or bill credit			
	The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility ☐ Yes ☑ No			
	If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered			
	to the subscribers in Appendix A.			
	BPUI alaqua alaqua			
11.	Product Offering for non-LMI subscribers: (The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)			
	TO MO COM TIME			
	The subscription proposed offers guaranteed or fixed savings to subscribers			
	☐ A percentage saving on the customer's annual electric utility bill			
	✓ A percentage saving on the customer's community solar bill credit			
	☐ Other:			
	If "Yes," the proposed savings represent:			
	\square 0% - 5% of the customer's annual electric utility bill or bill credit			
	\square 5% of the customer's annual electric utility bill or bill credit			
	☐ 10% - 20% of the customer's annual electric utility bill or bill credit			
	☑ over 20% of the customer's annual electric utility bill or bill credit			
	The subscription approach office subscribes a superbline as a subscribe as a subscription of the subscript			
	The subscription proposed offers subscribers ownership or a pathway to ownership of a share of			
	the community solar facility			
	If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A			
	to the subscribers in Appendix A.			



	pjects will be published on the Board's website.		
Additionally, subscriber organizations have the option of indicating, on this list, that the project is			
currently seeking subscribers.			
	indicate on its website that the project is currently		
•	✓ Yes □ No		
If "Yes," the contact information indicated on			
Company/Entity Name: GoSolarFinance, LLC			
Daytime Phone: TBD	Email: info@gosolarfinance.com		
*It is the responsibility of the project's subscriber org no longer seeking subscribers, and request that the B			
X. Community Engagement			
government entity, including, but not limite	ated on land or a building owned or controlled by a ed to, a municipal, county, state, or federal entity		
with the municipality in which the project is lef "Yes," explain how and attach evidence of the collaboration with the municipality in which the "Partnership or collaboration with the municipal involvement in the approval of the design, devisor project (e.g. project is located on a acquisition, municipal involvement in defining may include a formal partnership, a municipal process, letter describing the municipality's Documentation must be specific to the	ng developed by or in partnership or collaboration* ocated		
with one or more local community organization	ng developed by or in partnership or collaboration* on(s) and/or affordable housing providers in the area □ Yes ☑ No		



If "Yes," explain how and attach evidence of the project being developed by or in partnership or collaboration with the local community organization(s) and/or affordable housing providers.

*Partnership or collaboration is defined as clear and ongoing involvement by the local community organization(s) and/or affordable housing providers in the approval of the design, development, or operation of the proposed community solar project (e.g. community organization owns the proposed site, community organization is facilitating subscriber acquisition or was involved in the design of the community solar product offering, etc.). Documentation must be specific to the project described in this Application; "generic" documentation of support that applies to multiple projects submitted by the same Applicant will not be accepted.

- 4. The proposed community solar project was developed, at least in part, with support and in consultation with the community in which the project is located* ✓ Yes □ No If "Yes," please describe the consultative process below.
 - *A community consultative process may include any of the following: letter of support from municipality and/or community organizations and/or local affordable housing provider demonstrating their awareness and support of the project; one or more opportunities for public intervention; and/or outreach to the municipality and/or local community organizations and/or affordable housing provider.

In addition to conversations with Township, we will reach out to Township Public Schools and communities to educate benefits that can be a part of this community solar project.

XI. Project Cost

This section, "Project Cost," is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. In all other cases, this section is required.

1. Provide the following cost estimates and attach substantiating evidence in the form of an unlocked Excel spreadsheet model:

Applicants are expected to provide a good faith estimate of costs associated with the proposed community solar project, as they are known at the time the Application is filed with the Board. This information will not be used in the evaluation of the proposed community solar project.



Net Installed Cost (in \$)	2,499,613
Net Installed Cost (in \$/Watt)	2.50
Initial Customer Acquisition Cost (in \$/Watt)	0.10
Annual Customer Churn Rate (in %)	3%
Annual Operating Expenses (in c/kWh)	11
Levelized Cost of Energy ("LCOE") (in c/kWh)	7

2. Pursuant to N.J.A.C. 14:8-9.7(q), "community solar projects shall be eligible to apply, via a one-time election prior to the delivery of any energy from the facility, for SRECs or Class I RECs, as applicable, or to any subsequent compensations as determined by the Board pursuant to the Clean Energy Act." Consistent with the Clean Energy Act of 2018, the Board is no longer accepting applications for the SREC Registration Program ("SRP"). Projects granted conditional approval to participate in PY2 will be eligible to apply for the TI Program.

For indicative purposes only, please indicate all local, state and federal tax incentives which will be applied to if the proposed community solar project is approved for participation in the Community Solar Energy Pilot Program:

Federal Investment Tax Credit (ITC), Federal Modified Accelerated Cost Recovery System (MACRS), NJ TRECs, NJ Solar Energy Sales Tax Exemption, NJ Property Tax Exemption for Renewable Energy Systems.

XII. Other Benefits

1.	The proposed community solar facility will be paired with storage \square Yes \trianglerighteq No
	If "Yes," please describe the proposed storage facility:
	a. Storage system size: MW MWh
	b. The storage offtaker is also a subscriber to the proposed community solar facility
	□ Yes□ No
*C	community solar credits will only be provided to community solar generation; credits will not be
orc	ovided to energy discharged to the grid from a storage facility (i.e. no "double counting").
2.	The proposed community solar facility will be paired with one or more EV charging stations
	If "Yes," how many EV charging stations: 1
	Will these charging stations be public and/or private? Private
	Please provide additional details:
	See Exhibit - EV Charging Station Spec Sheet



3.	The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers
4.	The proposed community solar project will create temporary or permanent jobs in New Jersey ✓ Yes □ No
	If "Yes," estimated number of temporary jobs created in New Jersey: 10
	If "Yes," estimated number of permanent jobs created in New Jersey: 2
	If "Yes," explain what these jobs are:
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	Novy lovesta
	New Jersey's
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5.	The proposed community solar project will provide job training opportunities for local solar
	trainees
	If "Yes," will the job training be provided through a registered apprenticeship? ☑ Yes ☐ No
	If "Yes," identify the entity or entities through which job training is or will be organized (e.g.
	New Jersey GAINS program, partnership with local school):
	Aston Solar has been working with Information & Technology Management to provide PV training program and apprenticeship since 2017. See Exhibit - Job Training Opportunities.
XIII. Sp	ecial Authorizations and Exemptions
·	·
1.	Is the proposed community solar project co-located with another community solar facility (as
	defined at N.J.A.C. 14:8-9.2)? □ Yes ☑ No
	If "Yes," please explain why the co-location can be approved by the Board, consistent with the
	provisions at N.J.A.C. 14:8-9



2.	 Does this project seek an exemption from the 10-subscriber minimum?
3.	Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Is the Applicant a government entity that plans to select the developer via such bidding process?
	If "Yes," attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.
4.	Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019?
5.	The Board has proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects that intend



to utilize opt-out subscriber enrollment if the proposed rule amendment is approved by the Board must indicate such intent below. If the Application is selected but the proposed rule amendment is not approved by the Board, the project will be required to proceed using affirmative consent (i.e. "opt-in") subscriber enrollment rules, as currently provided for in the Pilot Program rules at N.J.A.C. 14:8-9.10(b)(1).

A.	This Application is for an opt-out community solar project ☐ Yes ☑ No
B.	The proposed opt-out project will be owned and operated by the municipality for the duration of the project life (excluding a possible period of temporary third-party, tax-credit investor ownership to maximize the financeability of the opt-out project, subject to appropriate contractual provisions that maintain the municipality's ultimate control of the proposed opt-out project)
If "	Yes," the municipality name is:
If "	No," the project will not be considered for eligibility as an opt-out community solar project.
C.	The proposed opt-out project has been authorized by municipal ordinance or resolution
If "	'Yes," attach a copy of the municipal ordinance or resolution allowing the development,
	nership, and operation an opt-out community solar project, contingent on the proposed rules
	ng approved by the Board.
If "	No," the project will not be considered for eligibility as an opt-out community solar project.
D.	The proposed opt-out project will allocate all project capacity to LMI subscribers
If "	No," the project will not be considered for eligibility as an opt-out community solar project.
E.	Describe the process by which the municipality will identify the customers that will be automatically enrolled in the proposed opt-out project:

F. The municipal applicant has reviewed the proposed rule amendment allowing for opt-out projects, and agrees to adhere to the proposed rules and any subsequent modification if they are approved by the Board. The applicant understands that any approval for the project to operate as an opt-out community solar project is contingent on the proposed rule amendment being approved by the Board. The applicant understands that, if the proposed rule amendment is not approved by the Board, the project, if approved, will be required to



adhere to the existing "opt-in" rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1)).
□ Yes ☑ No
Attach an affidavit that the municipal project owner will comply with all applicable rules and
regulations, particularly those relating to consumer privacy and consumer protection.





Section C: Certifications

Instructions: Original signatures on all certifications are required. All certifications in this section must be notarized; instructions on how to submit certifications will be provided as part of the online application process. Certifications must be dated after October 3, 2020: PY1 certifications may not be reused in PY2.

process. Certifications must be duted after October 3, 2020. Fit certifications may not be reased in Fig.		
Applicant Certification		
The undersigned warrants, certifies, and represents that:		
 I, Qiuping Zhang (name) am the GM (title) of the Applicant GoSolarFinance, LLC (name) and have been authorized to file this Application on behalf of my organization; and The information provided in this Application package has been personally examined, is true accurate, complete, and correct to the best of the undersigned's knowledge, based on person knowledge or on inquiry of individuals with such knowledge; and The community solar facility proposed in the Application will be constructed, installed, and 		
operated as described in the Application and in accordance with all Board rules and applications; and		
 The system proposed in the Application will be constructed, installed, and operated in accordan with all Board policies and procedures for the Transition Incentive Program, if applicable; and 		
5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set		
forth in N.J.A.C. 14:1-12.3; and 6) I acknowledge that submission of false information may be grounds for denial of the Application, and if any of the foregoing statements are willfully false, I am subject punishment to the full extent of the law, including the possibility of fine and imprisonment.		
Signature: Date:		
Print Name: Qiuping Zhang Title: GM Company: GoSolarFinance, LLC		
Signed and sworn to before me on this 4 day of February, 2021		
Signature ALEXEY NIYAKIN Notary Public - State of New York NO. 01NI6377732 Qualified in New York County Qualified in New York County Public - State of New York NO. 01NI6377732 Qualified in New York County Qualified in New York County		
Name Qualified in New York My Commission Expires Jul 9, 2022		

Page 27 of 38



Project Developer Certification

This Certification "Project Developer / Installer" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process. In all other cases, this Certification is required.

The undersigned warrants, certifies, and represents that:

- 1) I, Thomas Chen (name) am the GM (title) of the Project Developer Aston Solar Energy, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the Transition Incentive Program, if applicable; and
- 5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

pullistiment to the fair extent of the	,
Signature:	Date:
Print Name: Thomas Chen Title: GM	Company: Aston Solar Energy, LLC
Signature Cin Notary P	RONNIE KIM Public - State of New York NO. 01Kl6164435 iffed in Suffolk County ission Expires Apr 23, 2023

Page 28 of 38



Project Owner Certification

The un	dersigned warrants, certifies, and repre	esents that:		
1)		me) am the GM	(title) of the	
	Project Owner GoSolarFinance, LLC Applicant Certification on behalf of my		e been authorized to me this	
2)	The information provided in this App	1177.1	n personally examined, is true,	
2)	accurate, complete, and correct to the knowledge or on inquiry of individuals	e best of the undersigned's	s knowledge, based on personal	
3)				
5)	3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and			
4)	The system proposed in the Application with all Board policies and procedures			
5)	with all Board policies and procedures for the Transition Incentive Program, if applicable; and 5) My organization understands that information in this Application is subject to disclosure unde the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures se			
	forth in N.J.A.C. 14:1-12.3; and			
6)				
	Application, and if any of the fore			
	punishment to the full extent of the l	aw, including the possibili	ty of fine and imprisonment.	
Signatu	re: OS	Date:	12021	
Jigilata		eanenergy com		
Print Na	ame: Qiuping Zhang			
Title: C		Company: GoSolarFinal	nce, LLC	
	1.	Calaco	- 1.1	
Signed	and sworn to before me on this	day of, 20	0 <u>~</u> 1	
	Hal			
Signatu	re Alexey NIYAKIN	ALEXEY NIY.	of New York	
Name		NO. 01NI637 Qualified in New Y My Commission Expir	ork County	



Property Owner Certification

The un	dersigned warrants, certifies, and represents that:
1)	ı, Honghu Chen (name) am the Owner (title) of the
	Property Mini Farm, LLC (name) and have been authorized to file this Applicant
	Certification on behalf of my organization; and
2)	The information provided in this Application package pertaining to siting and location of the
	proposed community solar project has been personally examined, is true, accurate, complete,
	and correct to the best of the undersigned's knowledge, based on personal knowledge or on
	inquiry of individuals with such knowledge; and
3)	My organization or I understand that information in this Application is subject to disclosure under
	the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade
	secret information should be submitted in accordance with the confidentiality procedures set
	forth in N.J.A.C. 14:1-12.3; and
4)	I acknowledge that submission of false information may be grounds for denial of this
	Application, and if any of the foregoing statements are willfully false, I am subject to
	punishment to the full extent of the law, including the possibility of fine and imprisonment.
Signatu	re: Date:
	RPII
	ame: Honghu Chen
Title: <u>C</u>	Owner Company: Mini Farm, LLC
c: I	Language Francisco de la description de la description de la language de la description de la descript
Signed	and sworn to before me on this day of February , 20 21
	Het -
Signatu	ire 2 d
J	ALEXEN NIMAKIN
Name	ALEXEY NIYAKIN Notary Public - State of New York NOTARY Public - State of New York NOTARY Public - State of New York
	Qualified in New York County My Commission Expires Jul 9, 2022
	The state of the s



Subscriber Organization Certification (optional, complete if known)

The un	dersigned warrants, certifies, and represents that:
1)	I, (name) am the (title) of the
	Subscriber Organization (name) and have been authorized to file
	this Applicant Certification on behalf of my organization; and
2)	The information provided in this Application package has been personally examined, is true,
	accurate, complete, and correct to the best of the undersigned's knowledge, based on personal
	knowledge or on inquiry of individuals with such knowledge; and
3)	The community solar facility proposed in the Application will be constructed, installed, and
	operated as described in the Application and in accordance with all Board rules and applicable
	laws; and
4)	My organization understands that information in this Application is subject to disclosure under
	the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade
	secret information should be submitted in accordance with the confidentiality procedures set
	forth in N.J.A.C. 14:1-12.3; and
5)	I acknowledge that submission of false information may be grounds for denial of this
	Application, and if any of the foregoing statements are willfully false, I am subject to
	punishment to the full extent of the law, including the possibility of fine and imprisonment.
	RDIT
Signatu	ure: Date:
Print N	ame:
Title: _	njcle Company: gv.com DfOGfalm IM
Signed	and sworn to before me on this day of, 20
<u> </u>	
Signatu	ure
Name	



Section	D: A	ppe	ndix
56666		PPC	

Appendix A: Product Offering Questionnaire

Complete the following Product Offering Questionnaire. If there are multiple different product offerings for the proposed community solar project, please complete and attach one Product Offering Questionnaire per product offering. Variations in any product offering require a separate Product Offering Questionnaire. Applicants are expected to provide a good faith description of the product offerings developed for the proposed community solar project, as they are known at the time the Application is filed with the Board. If the proposed project is approved by the Board, the Applicant must notify the Board and receive approval from the Board for any modification or addition to a Product Offering Questionnaire.

Exception: This "Product Offering Questionnaire" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process.

This Questionnaire is Product Offering number $\underline{1}$ of $\underline{1}$ (total number of product offerings).
This Product Offering applies to: LMI subscribers non-LMI subscribers
both LMI and non-LMI subscribers
 Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage percentage of subscriber's actual usage): % of subscriber's historical usage
 Community Solar Subscription Price: (check all that apply) ☐ Fixed price per month ☑ Variable price per month, variation based on: \$\frac{\$\text{credit applied to subscriber account *(1-\%discount)}}{\text{credit applied to subscriber account *(1-\%discount)}}\$
☐ The subscription price has an escalator of % every (interval)
3. Contract term (length): months, or years OR ☑ month-to-month
 4. Fees ✓ Sign-up fee: None ✓ Early Termination or Cancellation fees: None ✓ Other fee(s) and frequency: \$35 fee for bounced check, 3.5% convenience fee for credit card usage
5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits



If "Yes," the savings are guaranteed or fixed:

☐ As a percentage of monthly utility bill
☐ As a fixed guaranteed savings compared to average historic bill
☐ As a fixed percentage of bill credits
☐ Other:

6. Special conditions or considerations:

We will be offering a 60-day exclusive enrollment period to the residents of local and adjacent municipalities





Appendix B: Required Attachments Checklist

Note that this list is for indicative purposes only. Additional attachments may be required, and as identified throughout this Application Form. Please review the Application Form in its entirety, and attach attachments as required. The page numbers reference the pages from the <u>Application Form</u> as it was originally approved by the Board, not as they may appear in this fillable PDF.

Required Attachments	Reference	
Attachments marked with an asterisk (*) are only required if the project	Page	Attached?
meets the specified criteria. All others are required for all Applications.	Number	
Delineated map of the portion of the property on which the community	p. 10	
solar facility will be located (in color).		
Proof of site control.	p. 10	
(*) If the proposed project is located, in part or in whole on a rooftop:	p. 12	☑Yes ☐ No
substantiating evidence that the roof is structurally able to support a solar		
system.		
(*) If the proposed project is located on an area designated in need of	p. 13	□Yes 🗹 No
redevelopment: proof of the designation of the area as being in need of	V 1	1 - 2
redevelopment from a municipal, county, or state entity.	-1/1	1/
(*) If the proposed project is located in an Economic Opportunity Zone	p. 13	☐Yes ☑ No
("EOZ"), as defined by DCA: proof that the facility is located in an EOZ.		
(*) If the proposed project is located on land or a building that is	p. 13	□Yes 🗹 No
preserved by a municipal, county, or federal entity: proof of the		
designation of the site as "preserved" and that the designation would not	OK	\bigcirc
conflict with the proposed solar facility.		
Copy of the completed Permit Readiness Checklist.	p. 14	□Yes ☑ No
A screenshot of the EDC capacity hosting map at the proposed location,	p. 16	✓ Yes □ No
showing the available capacity (in color).	piogi	aiii
Substantiating evidence of project cost in the form of charts and/or	p. 20	
spreadsheet models.		
Product Offering Questionnaire(s) in Appendix A.	p. 30 – 31	☑ Yes □ No
Certifications in Section C.	p. 25 – 29	✓ Yes ☐ No

Optional Attachments Attachments marked with an asterisk (*) only apply if the project meets the specified criteria.	Reference Page Number	Attached?
(*) If the project is located, in part or in whole, on a brownfield: copy of	p. 12	□Yes 🗹 No
the Response Action Outcome (issued by the LSRP) or the No Further		
Action letter (issued by DEP).		
(*) If the project is located, in part or in whole, on an area of historic fill:	p. 12	□Yes 🗹 No
copy of the Response Action Outcome (issued by the LSRP) or the No		
Further Action letter (issued by DEP).		
Substantiating evidence that the proposed community solar facility has	p. 14	☑Yes □ No
been specifically designed or planned to preserve or enhance the site (e.g.		
landscaping, site and enhancements, pollination support, etc.).		



Proof of a meeting with NJDEP Office of Permitting and Project Navigation ("OPPN"), if applicable. (*) Proof of a meeting with OPPN is optional, except for projects that are in part or in whole a floating solar project.	p. 14	□Yes ☑ No
(*) If the Applicant met with OPPN (formerly PCER) during PY1, and there		
have been no changes to the project or site characteristics, include any		
comments received from OPPN on the PY1 Application. Permits received for this site or project.	p. 15	☑Yes ☐ No
· · ·		
Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI	p.16	□Yes ☑ No
communities		
(*) If an affordable housing provider is seeking to qualify as an LMI	p. 17	□Yes ☑ No
subscriber for purposes of the community solar project: signed affidavit		
from the affordable housing provider that the specific, substantial,		
identifiable, and quantifiable long-term benefits from the community		
solar subscription will be passed through to their residents/tenants.		
(*) If the account holder of a master meter will subscribe on behalf of its	p. 17	□Yes 🗹 No
tenants: signed affidavit from the account holder that the specific,		
identifiable, sufficient, and quantifiable benefits from the community		1.2
solar subscription will be passed through to the tenants		
Evidence that the proposed project is being developed by or in	p. 19	☐Yes ☑ No
partnership and collaboration with the municipality in which the project is		
located. New Jersey's		
Evidence that the proposed project is being developed in partnership or	p. 19 – 20	□Yes 🗹 No
collaboration with one or more local community organization(s) and/or		
affordable housing providers in the area in which the project is located.		44
Evidence that the proposed project is being developed with support and	p. 20	□Yes ☑ No
in consultation with the community in which the project is located.	prodr	am™
(*) If the project is seeking an exemption from the 10-subscriber	p. 22	□Yes ☑ No
minimum rule: supporting documents if needed.		

Required Attachments for Exemptions	Reference Page Number	Attached?
If the Applicant is a government entity (municipal, county, or state), and	p. 22	□Yes 🗹 No
the community solar developer will be selected by the Applicant via a		
Request for Proposals (RFP), Request for Quotations (RFQ), or other		
bidding process:		
⇒ Attach a letter from the Applicant describing the bidding process		
and a copy of the request for bids (RFP, RFQ, or other bidding		
document) that is ready to be issued if project is granted		
conditional approval by the Board.		
If the proposed community solar project is located, in part or in whole, on	p. 11	□Yes 🗹 No
Green Acres preserved open space or on land owned by NJDEP.		
⇒ Attach special authorization from NJDEP for the site to host a		
community solar facility.		



If the proposed community solar project has received, in part or in whole,	p. 22	□Yes 🗹 No
a subsection (t) conditional certification from the Board prior to February		
19, 2019.		
withdraw the applicable subsection (t) conditional certification if		
the proposed project is approved by the Board for participation in		
the Community Solar Energy Pilot Program.		
If the proposed community solar project plans to operate as a municipal		
opt-out project, contingent on the Board's approval the relevant proposed		
rules.		
⇒ Attach a copy of the municipal ordinance or resolution allowing the	p. 23	□Yes 🗹 No
development, ownership, and operation an opt-out community		
solar project, contingent on the proposed rules being approved by		
the Board		
⇒ Attach an affidavit that the municipal project owner will comply	p. 24	□Yes 🗹 No
with all applicable rules and regulations, particularly those relating		
to consumer privacy and consumer protection.		





Appendix C: Evaluation Criteria

The Evaluation Criteria chart below lists the various categories that the Board will consider in evaluating project Applications. Projects must score a minimum of 50 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 50 points will be awarded program capacity in order, starting with the highest-scoring project and proceeding to the lowest-scoring project, until the capacity for each EDC territory is filled. The last project to be selected by the Board will be granted conditional approval for its full capacity.

Evaluation Criteria	Max. Points (total possible points: 100)
	25
Higher preference, e.g.: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks, canopies over impervious surfaces (e.g. walkway), former sand and gravel pits, floating solar on water bodies at sand and gravel pits that have little to no established floral and faunal resources (*) Medium preference, e.g.: floating solar on water bodies at water treatment plants that have little to no established floral and faunal resources (*) No Points, e.g.: preserved lands, wetlands, forested areas, farmland Bonus points for site enhancements, e.g. landscaping, land	Max. possible bonus points: 3 Max. possible bonus points: 2



Community and Environmental Justice Engagement	15
Higher preference: formal agreement, ongoing collaboration or effective	
partnership with municipality and/or local community organizations	
and/or affordable housing provider (per Section X, Questions 1, 2, and 3)	
Medium preference: consultation with municipality and/or local	
community organization(s) and/or or affordable housing provider (per	
Section X, Question 4)	
No Points: no collaboration or collaboration has not been proven	
Product Offering	15
Higher preference: guaranteed savings >20%, flexible terms*	
Medium preference: guaranteed savings >10%, flexible terms*	
Low preference: guaranteed savings >5%	
No Points: no guaranteed savings, no flexible terms*	
*Flexible terms may include: no cancellation fee, short-term contract	
Other Benefits	10
Higher preference: Provides jobs and/or job training and/or	
demonstrates co-benefits (e.g. paired with storage, EV charging	
station, energy audits, energy efficiency)	x 1 7 -
Geographic Limit within EDC service territory	5
Higher preference: municipality/adjacent municipality	
Medium preference: county/adjacent county	
No Points: any geographic location within the EDC service territory	
Project Maturity	5
Higher preference: project has received all non-ministerial permits;	OKOLL
project has completed an interconnection study	

njcleanenergy.com

Exhibits

Exhibit A GoSolarFinance, LLC. Overview

Exhibit B Generate Capital, Inc. Overview (Partnership)

Exhibit C Delineated Site Map Plan

Exhibit D Proof of Site Control

Exhibit E Evidence Roof is structurally able to support a solar system

Exhibit F EDC Capacity Hosting Map

Exhibit G Project Cost

Exhibit H Landscaping Plan

Exhibit I Community Energy Experience & LMI Renewable Goals in NJ

Exhibit J Dual Use

Exhibit K Job Training Opportunities

Exhibit L EV Charging Station Spec Sheet

Exhibit A

GoSolarFinance, LLC Overview



Company Overview

About GoSolarFinance, LLC.

GoSolarFinance is a solar fin-tech company based in Piscataway, New Jersey, GoSolarFinance is focused on financing residential, commercial and community solar projects by leveraging third party capital partners. Through this model, the company aims to democratize the social and environmental benefits of solar energy. GoSolarFinance provides point-of-sale financing to enhance the lives of our customers, grow our partners' businesses, and improve our communities. We partner with contractors nationwide to offer customers innovative, affordable finance.

Generate Capital Inc., which is one of our premium partners, enables our customers with simple access to financing. We secure financial commitments, then make finance available, fairly and responsibly. In a rapidly changing market, we develop simple, intuitive processes that facilitate and accelerate the purchase, sale and installation of solar systems. We work with our strategic partners to create financial products that we believe in. And we hire, train and develop teammates committed to providing service and support as reliable as the sun itself.

Exhibit B

Generate Capital, Inc. Overview (Partnership)



Company Overview

About Generate Capital Inc.

Generate is a leading owner and operator of energy infrastructure. Our company builds, owns, operates, and finances infrastructure assets involving the world's critical resources: energy, water, agriculture, and basic materials.

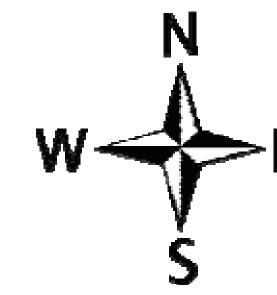
Generate has deep experience investing in distributed energy assets with a proven track record of successful operations and customer-centric service. We have nearly \$1 billion in distributed infrastructure assets under management. We serve over 400 companies and communities nationwide including some of the country's largest: Walmart and the city of New York. We manage approximately 2,000 distinct assets, 700 solar assets, with our 30+ project developers, system integrators and technology partners. We have never had an OSHA recordable injury to any Generate employee. Generate also performs regular third-party safety audits and has a safety training program for employees

Though Generate is headquartered in San Francisco, a significant portion of our 80+ employees are based on the east coast, onboarding and managing our assets. Generate currently partners with developers in community energy states, New York State, Minnesota and Illinois as a "one stop shop" capital provider, partner, as well as owner and operator. Generate enables projects to reach completion by providing a variety of development, construction, and permanent capital for projects. Community Solar and C&I solar are major focus areas for Generate. We have deployed more than \$280 million into these sectors.

Generate sees great potential benefit for New Jersey electricity users through immediate long-term guaranteed savings, ease of billing and peace of mind. We're excited to continue to support the communities of New Jersey with cleaner, cheaper local power. Generate's values are integrity, collaboration, excellence, intellectual honesty, and accountability. We have found our trusted, long term partner relationships are based on shared values. The Generate team brings a willingness to dig in and work with our partners to find solutions that enable the end customer to save seamlessly from sustainability.

Exhibit C

Delineated Site Map Plan





BEFORE YOU DIG CALL TOLL FREE IN NJ 1-800-272-1000

THREE WORKING DAYS BEFORE YOU DIG



			DESIGNED BY:	SCALE:	CLIENT:	DRAWING NAME: SITE MAP PLAN	SHEET NO:
			DRAWN BY:	AS SHOWN DATE:		PROJECT NAME:	
			CHECKED BY:	PROJECT NO:	0.999875MW		
			CLIENT APPROVAL BY:	REVISION NO:		330 Meany Rd, Wrightstown, N Block # 800; Lot # 33	IJ 08562
NO.	DATE	REVISIONS	ву СНК.			Block # 800; Lot # 33	

Exhibit D

Proof of Site Control

SITE NAME: <u>Wrightstown I</u> LESSOR: <u>Mini Farm, LLC</u>

LEASE NO.: 80001

SOLAR ROOF OPTION TO LEASE AGREEMENT

THIS SOLAR ROOF OPTION TO LEASE AGREEMENT ("Agreement") is made and entered into as of this 1st day of January, 2021 (the "Effective Date") by and among Mini Farm, LLC ("LESSOR") and GoSolarFinance, LLC ("LESSEE"), together, referred to as Parties ("Parties") herein.

Recitals

WHEREAS, LESSOR is the owner of the following property located at the address 330 Meany Rd, Wrightstown, NJ 08562 a legal description of which is set forth in Exhibit "A" hereto (the "Property");

WHEREAS, LESSEE desires to lease certain space on the Property, including but not limited to viable roof space, and rooftops for the placement of LESSEE's materials, equipment, building(s), access and utility connections for the sole purpose of constructing, establishing, and maintaining a solar renewable energy facility for LESSEE's use, which facility includes materials, equipment to support a photovoltaic installation, building(s), access, utility connections, security measures, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Renewable Energy Facilities"); and

WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and producing electricity for its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease.

- (a) The Option shall be for a term of twelve months, commencing upon the date of mutual execution of this Agreement and ending twenty-four (24) months from such date (the "Initial Option Period"). Upon mutual agreement of both LESSOR and LESSEE, which agreement(s) must be documented in writing and signed by both parties, the option may be extended in twelve month increments for a total of twenty-four (24) additional months. As used herein, "Option Period" means the Initial Option Period and any applicable Extension Period(s).
- (b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.
- (c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.
- **2.** <u>Premises.</u> Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain roof space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Renewable Energy Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement and depicted in <u>Exhibit "B"</u> hereto (collectively referred to hereinafter as the "<u>Leased Premises</u>"). The Leased Premises, is located at the address <u>330 Meany Rd, Wrightstown, NJ 08562</u>.
- **3.** <u>Permitted Use.</u> (a) The Leased Premises may be used by LESSEE only for the following purposes: construction, operation, maintenance, repair and/or replacement of Renewable Energy Facilities (the "Permitted Use").

- (b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises;
- (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; (iii) appointing LESSEE as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would substantially and adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3.
- (c) LESSEE shall perform, at LESSEE's expense, title reports, feasibility studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, with respect to the Investigations by: (i) *granting LESSEE a license under reasonable terms and conditions to enter the Property and* conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations. LESSOR makes no warranty or representation as to suitability of the Leased Premises for the Permitted Use, it being understood that it is solely LESSEE's responsibility to conduct such investigations and studies as are necessary to determine such suitability and to obtain such certifications, licenses, variances, permits or authorizations as may be necessary to conduct the Permitted Use.
- (d) In addition to the provisions of Section 9 below, prior to LESSEE's construction of the Renewable Energy Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.
- (e) LESSEE shall use the Leased Premises exclusively for the purposes set forth in this Article 3 and for no other purpose. LESSEE shall not perform any act or carry on any practice which injures the Leased Premises or Property, or causes any offensive glare, odor or loud noise, or constitutes a nuisance to any adjacent property. LESSEE will promptly and properly dispose of any and all wastes generated from its activities and will not allow any wastes to accumulate on the Leased Premises or Property.

4. <u>Term.</u>

- (a) The initial term of this Agreement ("<u>Initial Term</u>") shall be the term outlined in <u>Exhibit E</u>, commencing on the date of LESSEE's exercise of the Option (the "<u>Commencement Date</u>"). The renewal term of this Agreement ("Renewal Term") shall be the term outlined in <u>Exhibit E</u>. As used herein, "<u>Term</u>" means the Initial Term and any applicable Renewal Term(s).
- (b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the right for the period commencing six months prior to the final Renewal Term through the expiration of the final renewal term, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("<u>LESSEE's Limited First Right To Negotiate</u>"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable there under), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.
- (c) Upon the expiration of the Term of this Agreement, or upon its earlier termination, LESSEE will immediately, and in any event within forty-five (45) days therefrom, remove from the Leased Premises and from the Property any and

all improvements or alterations installed pursuant to this Agreement so that the Leased Premises and the Property are returned to their original condition at the commencement of the term, reasonable wear and tear excepted.

5. Rent.

Commencing on the Commencement Date, as defined in Section 4(a) above, LESSEE shall pay to LESSOR, an amount as per Rent payment outlined in *Exhibit E*. Rent payment will be based on the size of the PV Solar system approved for interconnection to be installed on the property. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: GoSolarFinance, LLC. If this Agreement expires or is otherwise terminated prior to the last day of the month, the Rent due hereunder shall be prorated. If the final size of the project is different than the estimated installed capacity, the Rent will be prorated as outlined in *Exhibit E*.

6. Interference.

Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use or allow the use of the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSOR's initial use thereof as a Renewable Energy facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that materially or adversely interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, if not cured within thirty (30) days of written notice, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Construction of Improvements.

- (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Renewable Energy Facilities. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Renewable Energy Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.
- (b) The Renewable Energy Facilities shall be initially configured as generally set forth in <u>Exhibit "C,"</u> hereto (the "<u>Site Plan</u>"). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Renewable Energy Facilities at any time during the Term, subject to the conditions of the Lease.
- (c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Renewable Energy Facilities.

8. Access.

- (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to limited and reasonable access the Leased Premises over and across the Property on a route specifically designated in writing by LESSOR twenty-four (24) hours per day, seven (7) days a week for the sole purpose of ingress, egress, operation, maintenance, replacement, and repair of the Renewable Energy Facilities (LESSEE's "Access Rights"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property on a route specifically designated in writing by LESSOR (ii) extend to LESSEE, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them, to the limited extent authorized herein, and solely for purposes directly related to the permitted use.
- (b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Renewable Energy Facilities are being constructed, LESSOR grants to LESSEE the right to use such portions of the Property and the

Adjacent Property as LESSOR designates in writing for the construction and installation of the Renewable Energy Facilities, including, but not necessarily limited to the storage of construction materials and equipment.

(c) LESSOR shall at all times have the right to access the Leased Premises for purposes of inspection and to exercise its rights as the owner of the fee.

9. Utilities.

- (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify the existing utilities at the Leased Premises (including, without limitation, telephone service and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or submeters, as the case may be, for utilities used in the operation of the Renewable Energy Facilities on the Leased Premises.
- (b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property on a route specifically designated in writing by LESSOR for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Renewable Energy Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents.

10. Default and Termination.

In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure a breach other than a payment obligations are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months; and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party's receipt of the other party's written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Renewable Energy Facilities for reasons including, but not limited to, unacceptable interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, sunlight or sunlight paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary for the construction, operation, maintenance, of the Renewable Energy Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a Renewable Energy site (as determined by LESSEE

in its sole business judgment); (v) by LESSEE or LESSOR, upon thirty (30) days prior written notice to the other, if the Renewable Energy Facility ceases production of electricity for at least six months.

11. Condemnation.

If all or any part of the Leased Premises, or if all or any part of the Property underlying the Renewable Energy Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Renewable Energy Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 10 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification and Liability.

Subject to the provisions of Section 13 below, LESSEE shall indemnify, defend and hold LESSOR harmless from and against any and all claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, costs damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of LESSEE and LESSEE's agents, licensees, invitees, contractors, subtenants and customers and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Leased Premises or the Property. LESSOR shall indemnify and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Leased Premises or the Property. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

- (a) The parties acknowledge that the LESSEE is responsible for protecting its property and for maintaining its own insurance to protect against damage to such property, including all components of its Renewable Energy Facilities. Notwithstanding anything to the contrary contained in this Article 12 or in this Agreement, under no circumstances and in no event will LESSOR be liable to LESSEE or to any party claiming by, through or under LESSEE, for any damage of any kind or nature caused to such property regardless of cause, absent a binding judgment of gross negligence or willful misconduct by LESSOR.
- (b) In no event shall LESSOR ever be liable to LESSEE or to any party claiming by, through or under LESSEE, for any indirect or consequential damages of any kind or nature, including without limitation lost profits or the value of lost opportunities.
- (c) LESSEE agrees specifically to look solely to LESSOR's insurance and/or LESSOR's interest in the Leased Premises for recovery of any judgment against LESSOR, it being specifically agreed that LESSOR shall never be personally liable for any such judgment.

13. Hazardous Substances.

LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the manufacturing, treatment, storage, spillage, leakage, dumping, illegal discharge or disposal, accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each warrant and represent that they will not use, generate, store, spill, discharge or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except to the extent arising out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance.

- (a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the insurance set forth in Exhibit D attached hereto, to be effective during the option period and the Term (collectively, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby.
- (b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 13 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 1(c) shall survive the expiration or earlier termination of this Agreement.

15. <u>Taxes.</u> LESSOR shall continue to be responsible for real property taxes at the rate assessed prior to solar development. LESSEE shall be responsible, to the extent applicable, for any and all real and personal property taxes, attributable to LESSEE's solar facilities developed and owned by LESSEE located at the Leased Premises.

16. Quiet Enjoyment, Title, Authority, and Liability.

- (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through, or under LESSOR.
- (b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.
- (c) LESSEE covenants and warrants to LESSOR that: (i) LESSEE has full right, power and authority to execute this Agreement; (ii) throughout the Option Period and the Term, LESSEE will at all times remain registered as a foreign corporation with the Office of the Secretary of State, state of New Jersey, pursuant to G.L. c. 156D; (iii) LESSEE has the financial capability, skills and resources necessary to carry out the permitting, construction, operation and maintenance activities contemplated by this Agreement; and (iv) LESSEE's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, financing agreement or other agreement to which LESSEE is a party or by which LESSEE is otherwise bound

17. Notices.

All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE to: GoSolarFinance, LLC

255 Old New Brunswick Rd,

Ste S270

Piscataway, NJ 08854 Attn: Qiuping Zhang Telephone: 9083926196

Facsimile:

If to LESSOR to Mini Farm, LLC 330 Meany Rd

Maintataum N.1.0

Wrightstown, NJ 08562 Attn: Honghu Chen Telephone: 9082316697

Facsimile:

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

18. Estoppel, Non-Disturbance and Attornment.

(a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written Estoppel certificate (the "Lessor Estoppel") in reasonable form, certifying, if such conclusions are appropriate, that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto

shall be attached to the Lessor Estoppel. The cost incurred by LESSOR in preparing such LESSOR Estoppel shall be paid in full by LESSEE.

- (b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.
- (c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:
 - (i) LESSOR consents to the granting by LESSEE of a lien and security interest in LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognise LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure.
 - (ii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice (provided LESSEE shall have provided LESSOR with lender's notice address) of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). In the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and
 - (iii) LESSOR acknowledges and agrees that nothing contained in this Agreement shall be construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

19. Right of First Refusal.

If during the term of this Agreement, LESSOR receives a bona fide offer ("Bona Fide Offer") from an unaffiliated third party to lease or purchase the Leased Premises after the expiration of the Term that LESSOR is willing to accept, LESSEE shall have the right of first refusal ("Right of First Refusal") to so lease or purchase the same. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer and LESSEE shall have thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect thereto. If LESSEE exercises its right to purchase the Subject Property, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if LESSEE fails to so exercise its Right of First Refusal, then such Right of First Refusal shall lapse with respect to the Bona Fide Offer but not with respect to any subsequent Bona Fide Offers if LESSOR fails to sell or lease to the third party in strict accordance with the terms of the Bona Fide Offer The parties agree and acknowledge that the Right of First Refusal set forth in this paragraph shall not apply to offers pertaining to the sale of all or substantially all of the assets of LESSOR (which assets include the Property).

20. Permitted Assignments.

LESSEE may, without LESSOR's consent, but with written notice to LESSOR, assign this Agreement to any subsidiary, Affiliate or special purpose company for the purpose of developing and owning the System. Either Party may assign this Agreement to any entity that acquires all or substantially all of the assets of the Party, provided that as conditions to any such assignment, such Party shall provide the other Party with written notice thereof, and the assignee entity shall execute and deliver to the other Party a document agreeing to be bound by this Agreement and assuming the assigning Party's obligations hereunder.

21. Miscellaneous.

- (a) This Agreement, including Exhibits A-E hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.
- (b) Any sale or conveyance of all or any portion of the Premises shall be subject to this Agreement and LESSEE's rights hereunder.
- (c) This Agreement shall be construed in accordance with the laws of the state of New Jersey, without regard to the choice of law rules thereof.
- (d) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- (e) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.
- (f) Force Majeure. LESSOR shall in no event be liable for failure to perform any obligation under this Agreement in the event LESSOR is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or because of war or other emergency, or for any cause beyond LESSOR's reasonable control, or for any cause due to any act or neglect of LESSEE or its servants, agents, employees, licensees, or any person claiming by, through or under LESSEE.

IN WITNESS WHEREOF, the parties have caused this Option and roof Lease to be executed by their duly-authorized representatives as of the Effective Date set forth above.

By: By: By: Name: <u>Hønghu Chen</u> Name:Qiuping Zhang Title:GM	Mini Farm, LLC ("LESSOR")	GoSolarFinance, LLC ("LESSEE")
= -(1)=	By: 9	_ By:
Title: <u>Owner</u> Title: <u>GM</u>	Name: <u>Hønghu Chen</u>	Name: Qiuping Zhang
	Title: <u>Owner</u>	Title: <u>GM</u>

EXHIBIT "A" TO THE AGREEMENT LEGAL DESCRIPTION OF PROPERTY

330 Meany Rd, Wrightstown, NJ 08562 with Block 33 Lots 800

EXHIBIT "B" TO THE AGREEMENT

Premise Improvement Plan

- 1. System Location: <u>330 Meany Rd, Wrightstown, NJ 08562</u>
- 2. Expected System Size: <u>999.875</u> kW DC
- 3. **Scope:** Design, install, monitor and service the solar power system described above. The solar power arrays will mount on <u>roof</u> of the facilities.
- 4. **Expected Module(s):** (2597)
- 5. Expected Inverter(s): (15)
- 6. Expected Structure: Roof-mount arrays
- 7. **Includes:** price is turnkey,
- 8. Excludes: none

EXHIBIT "C" TO THE AGREEMENT As-Is Premise Improvement Plan

Fence and driveway will be installed

EXHIBIT D - INSURANCE

LESSEE and all permitted subcontractors and subtenants of LESSEE shall procure and maintain the following minimum insurance coverage:

- 1. a) Worker's Compensation as required by law;
 - b) Employers Liability Insurance with a minimum limit of \$1,000,000.
- 2. Commercial General Liability Insurance, including products/completed operations, contractual liability and broad form property damage coverage, with a minimum limit of \$2,000,000 per occurrence.
- 3. Automobile Liability Insurance, covering all owned, non-owned, hired and leased vehicles with a minimum limit of \$2,000,000 per accident, combined bodily injury and property damage. This insurance must include contractual liability coverage.
- 4. All Risk Property Insurance on all of LESSEE's and any subcontractors' equipment and machinery, including property of employees, in an amount equal to 100% of full replacement cost.

LESSOR shall be named as an additional insured under the insurance policies outlined in Items (2) and (3) above and, prior to entering the Property or the Leased Premises, LESSEE shall furnish LESSOR with a certificate of insurance evidencing the above coverage. All policies shall be endorsed to provide LESSOR with 30 days advance written notice of material change, cancellation or non-renewal of coverage. LESSEE's insurance coverage shall include, without limitation, contractual liability coverage insuring LESSEE's indemnity obligations in the Agreement. LESSEE and all permitted subcontractors and subtenants agree to waive their rights of recovery and their insurance carrier's right of subrogation against LESSOR, and its respective officers, members, employees, agents, successors and assigns, and each policy shall be endorsed accordingly. The insurance specified above shall contain a waiver of the right of subrogation against LESSOR.

EXHIBIT E - RENT PAYMENT SCHEDULE

RENT.

The rent shall be payable every twelve (12) months from the date of Commencement Date of the Solar PV generating facility till the expiration of the Term. Rent shall be prorated based on the final Solar PV system size as approved by the town with all necessary permits and authorized to interconnect by the utility. The table below shall be used for determining the pro rata rent amount.

Rent Adjustment. The rent shall be incremented by 0.0% at every anniversary starting from 1st anniversary of the Commencement Date of the Solar PV generating facility. The increment shall continue till the end of the Term.

PV Solar System Size kilowatt- AC (kW-AC)	Proposed Annual Rent
Up to 5,000kW-AC	\$1.00 per annum
Initial Term (years)	15 years
End of Term Disposition	Removal or transfer of Solar PV to LESSOR
Site Improvement Adjustment	Rent shall be adjusted on a pro-rata basis if
	the site improvements exceed \$5,000

LEASE TERM.

Terms	Description	
Initial Terms (years)	15	This is the initial term
		of the lease contract
Renewal Terms	10	Renewal of lease *

^{*} Renewal Term shall be requested in writing twelve (12) months before the end of the Initial Term. Upon mutual agreement of both LESSOR and LESSEE, which agreement(s) must be documented in writing and signed by both parties, the term of this Agreement (including all terms and conditions set forth herein) may be extended for up to five (5) additional five (5) year renewal terms (each, a "Renewal Term" and collectively, the "Renewal Terms").

Exhibit E

Evidence Roof is structurally able to support a solar system

Synergic Design Architects 31 Dorr Rd New Providence NJ 07974

Feb 2, 2021

The Building Inspector

Re: Greenhouse Structures

To whom it may concerns:

The greenhouses are made of light frame construction. With an enhanced center support structure design, it is sufficient to take up additional load of the solar panels.

If you have any additional questions, please call me at 908-429-7707.

Thank you, Sincerely,

Xllalattu

Malathi Ananthakrishnan

NJ LIC. No. A01574800

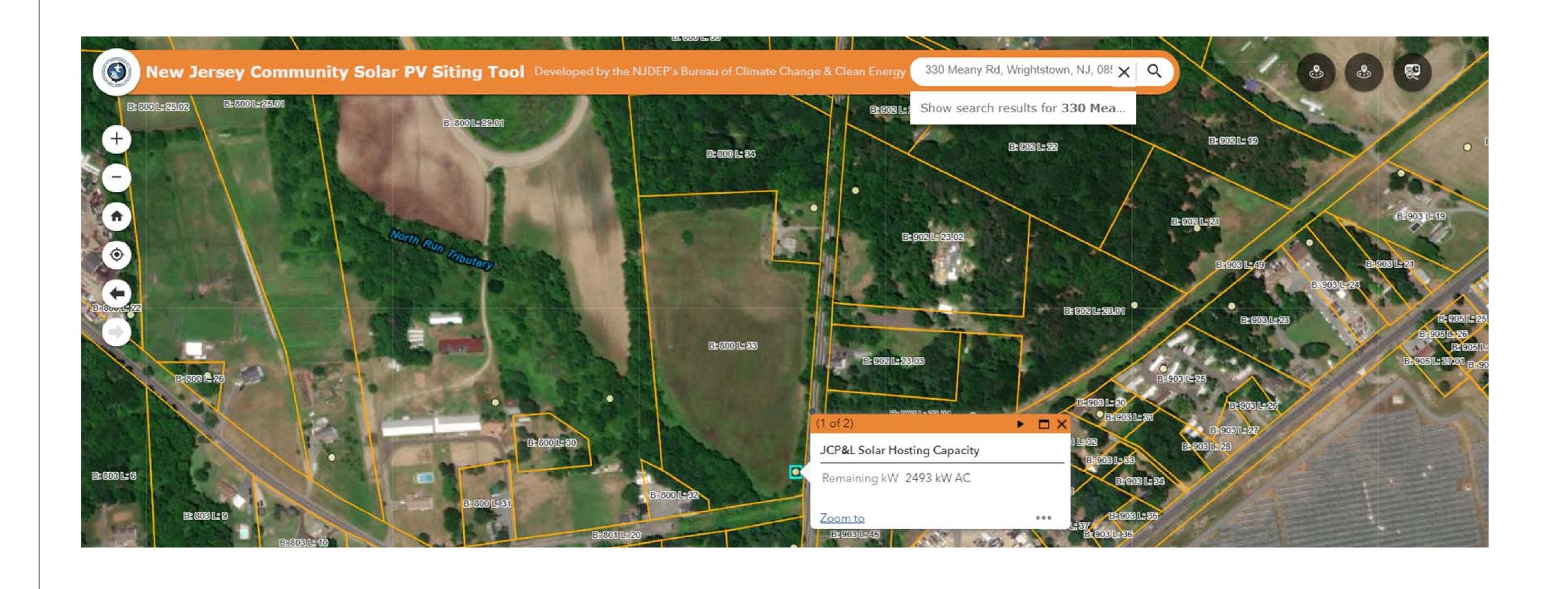
908.429.7707 (ph)908.464.6369 (fax) www.synergicdesign.com

Exhibit F

EDC Capacity Hosting Map

HOSTING CAPACITY





BEFORE YOU DIG CALL TOLL FREE IN NJ 1-800-272-1000

THREE WORKING DAYS BEFORE YOU DIG



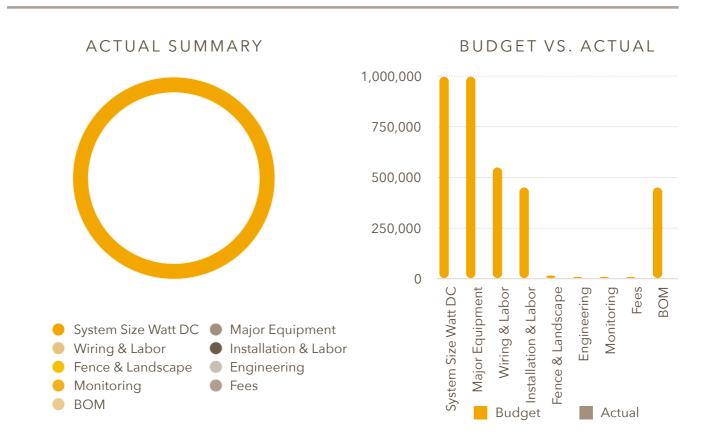
		DESIGNED BY:	SCALE: AS SHOWN	CLIENT:	DRAWING NAME:	HOSTING CAPACITY	SHEET NO:
		DRAWN BY:	DATE:		PROJECT NAME:		I
		CHECKED BY:	PROJECT NO:	0.769MW			
		CLIENT APPROVAL BY:	REVISION NO:		PROPERTY LOCATION:	leany Rd, Wrightstown, Block # 800; Lot # 33	NJ 08562
NO. DATE R	EVISIONS BY CF	HK.				Block # 800; Lot # 33	3

Exhibit G

Project Cost

PROJECT COST

Wrightstown I 330 Meany Rd, Wrightstown, NJ 08562



SUMMARY BY CATEGORY

Category	Budget	Actual	Difference
System Size Watt DC	999,875		
Major Equipment	\$999,875.00	\$0.00	\$999,875.00
Wiring & Labor	\$549,931.25	\$0.00	\$549,931.25
Installation & Labor	\$449,943.75	\$0.00	\$449,943.75
Fence & Landscape	\$19,997.50	\$0.00	\$19,997.50
Engineering	\$9,998.75	\$0.00	\$9,998.75
Monitoring	\$9,998.75	\$0.00	\$9,998.75
Fees	\$9,998.75	\$0.00	\$9,998.75
вом	\$449,943.75	\$0.00	\$449,943.75
Total	\$2,499,687.50	\$0.00	\$2,499,687.50

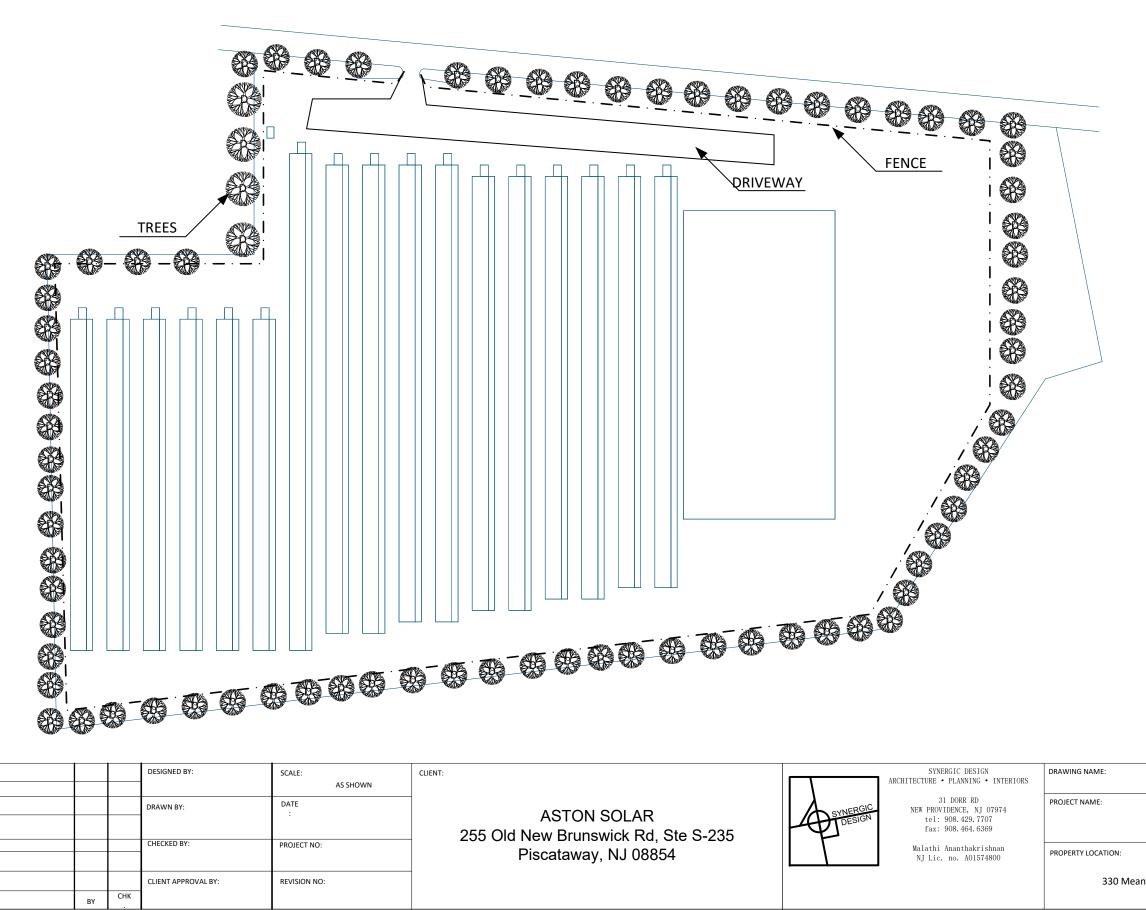
Exhibit H

Landscaping Plan

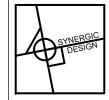
SUNO GREENHOUSE CONSTRUCTION PLAN

330 Meany Rd, Wrightstown, NJ 08562 Block 33, Lot 800





					DESIGNED BY:	SCALE: AS SHOWN
						AS SHOWN
					DRAWN BY:	DATE
						·
					OUTOVED BY	
					CHECKED BY:	PROJECT NO:
					CLIENT APPROVAL BY:	REVISION NO:
NO.	DATE	REVISIONS	BY	CHK		



RS	DRAWING NAME: SITE PLAN	

330 Meany Rd, Wrightstown, NJ 08562 Block 33, Lot 800

Exhibit I

Community Energy Experience & LMI Renewable Goals in NJ



Generate's Community Energy Experience & LMI Renewable Goals in NJ

Generate is particularly proud to commit to LMI participation of at least 51% on the project. Generate's goal is to deliver social energy equity to LMI subscribers in as many states as possible.

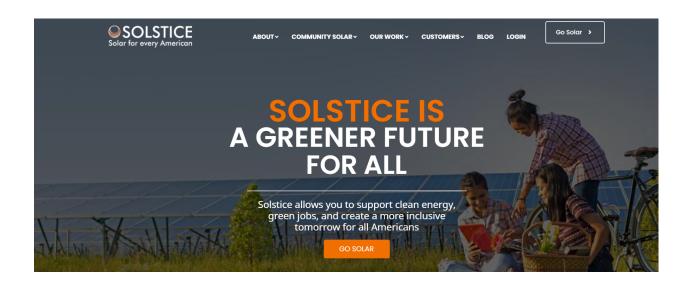
The Subscriber Manager Organization for this project has not been officially determined in NJ because Generate is in talks to finalize terms with a NJ partner who currently manages over 2600 accounts in NJ LMI zip-codes. This NJ Subscriber Organization has relationships with amongst others: Food Bank of South Jersey, Community Food Bank of NJ, and the Salvation Army Atlantic City Corps. Generate recognizes this partner's local experience and their ability to interface with LMI communities in NJ.

Generate has extensive experience in meeting subscriber needs in community energy markets in other states. In NY, Generate has always offered a clear guaranteed Community solar savings discount rate to subscribers. In order to serve marginalized communities, Generate has worked to eliminate FICO requirements on many of its solar assets in NY, and will continue to this practice in NJ.

Generate works with many leading community energy subscriber managers in many states. Generate works closely with them to improve subscriber experience: education, onboarding, billing, and subscriber support. The landing pages of a sample of subscriber organizations Generate has worked with or is considering working with in NJ are included below.

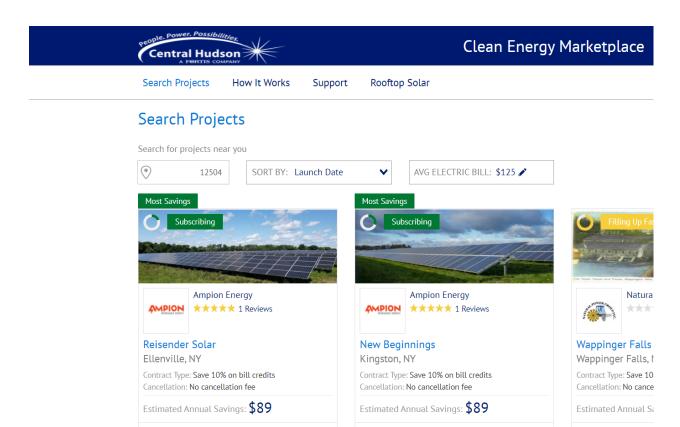
Generate hopes to serve the NJ market by providing clean energy, education, energy-equity, subscriber savings, and a smooth subscriber experience, and will notify the Board as soon as the final decision on the subscriber organization is made.

G GENERATE









PROJECT DETAILS

SUBSCRIBE

PROJECT DETAILS

PROJECT DETAILS

SUBSCRIBE





Save 2 things with the flick of a switch

Solar that makes for a cooler planet Solar that saves you 10%





Exhibit J

Dual Use

TRUE GREEN GR

Sustainability | Productivity |

Traceability

REDUCE COST

By integrating a photovoltaic generator into a greenhouse enables you to greatly reduce its construction costs, minimize operation cost in energy bill, and reduce operation cost through automation using big data and AI.

HIGH YIELD

By optimizing grow climate enables a year round grow to archive nearly 200 times productivity compared with traditional farming, reduce more than 90% water usage, and reduce or even eliminate plant health treatments and pesticide.

FRESHNESS

By bringing grow local ensures food safety and freshness to increase supply chain efficiencies and transparency, reduce time from farm to fork, and eliminate grow limitation on location.



Our Patent Pending

integrated designs empower low cost and sustainable grows with net-zero carbon emission possible. It is a game-changing solution for upcoming global food crisis in next several decades.

Through using renewable energy, AI, big data, and robotics promise to bring down the cost of labor and other operations at a time when the age of farmers is climbing around the world and the economics of agriculture is fluctuating. This will allow smaller entrepreneurial farmers, as well as big operators, to establish niche on-demand services for customers.



TRUE GREEN GROW 1

Exhibit K

Job Training Opportunities



November 27, 2017

To Aston Solar,

ITM Training Institute is a school in Edison NJ that offers two types of training programs for people interested in becoming a NABCEP certified Solar Technician. The first course is offered during the week and is 300 hours in length. This course will include electrical wiring from the inverter taking it from DC to AC, proper installation procedures of the rack and the panel, and it also includes a sales component. The student will sit for the NABCEP certification upon completion of the course. This course is scheduled to begin on December 11th.

The second course is offered on Sundays and is a 60 hour class which will include a quick refresher on the proper installation of solar panels. It will also prepare the student with the necessary knowledge to take the NABCEP certification. Topics of discussion include safety, basic electricity, solar energy fundamentals, system components, PV sizing, PV electrical and mechanical design, and performance analysis and troubleshooting. It is a condensed version of our longer Solar Technician program that I have attached. This course is scheduled to begin again on Sunday December 10th.

Most of the attendees in this class are current employees at a solar company like yours who is looking to receive their NABCEP certification.

There are still a few seats available in both programs.

If you have any questions, please feel free to contact me.

Thank you,

Brian Sant'Angelo

President

ITM Training Institute 6 Kilmer Road Edison, NJ 08817 732-339-9801 www.itmsys.com

Exhibit L

EV Charging Station Spec Sheet





- + Easy to install
- + Liquid cooled
- Low maintenance, easy to own
- + Cable management
- + 10" screen
- + CCS1 / CCS2
- + CHAdeMO
- + Brandable exterior
- + Optional credit card reader
- **+** IP65

RT175-S/175kW

Specifications

OUR INNOVATION . YOUR FUTURE











USER UNIT

CONNECTORS	Single: CCS Dual: CCS and CHAdeMO
CONNECTOR TYPE(S)	Worldwide: CCS2 or CCS2 and CHAdeMO
	US & Canada: CCS1 or CCS1 and CHAdeMO
OUTPUT VOLTAGE	200V - 920V DC
OUTPUT CURRENT	CCS: up to 350A CHAdeMO: up to 200A
IP RATING	IP65 (NEMA 3R)
IK RATING	IK10 (IK8 Screen)
EFFICIENCY	98.5% at full load (350A, 500V)
OPERATING TEMPERATURE	-30°C to 50°C (-22°F to 122°F)
STORAGE TEMPERATURE	-55°C to 80°C (-67°F to -176°F)
CREDIT CARD READER	Optional
RFID READER	Fitted standard
DIMENSIONS	2,011mm (6'7") (H) x 993mm (3'3") (W) x 532mm (1'9") (D) Note: Width excludes plugs
WEIGHT	260kg (573lb)
SHIPPING WEIGHT	310kg (683lb) (estimate)
AUTHENTICATION / PAYMENT	RFID only OR Credit Card Reader with RFID
CABLE LENGTH	4.1m reach (13'5" reach)
CABLE MANAGEMENT	Fitted standard
COMPLIANCE	UL NRTL certification FCC Class A

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ISOLATED POWER UNIT

INPUT VOLTAGE	Worldwide (400VAC): 400VAC 3ph ±10% 50Hz ±10% Derate the power below -10% to -15% 270A nominal 300A maximum (at low line level)
	US & Canada (480VAC): 480VAC 3ph ±10% 60Hz ±10% Derate the power below -10% to -15% 225A nominal 250A maximum (at low line level)
	Canada (600VAC): 600VAC 3ph ±10% 60Hz ±10% Derate the power below -10% to -15% 180A nominal 200A maximum (at low line level)
INPUT OVERVOLTAGE CATEGORY	Category III
OUTPUT VOLTAGE POWER	950V DC Up to 178kW
ISOLATION BETWEEN AC MAINS & EV	Reinforced Isolating tranformer with double/reinforced insulation
EFFICIENCY	96% at full load
POWER FACTOR	>0.99
TOTAL HARMONIC DISTORTION (THD)) <5%
OPERATING TEMPERATURE	-10°C to 50°C (-14°F to 122°F) 5% to 95% RH Non Condensing (without optional cold kit) -30°C to 50°C (-22°F to 122°F) 5% to 95% RH Non Condensing (with optional cold kit)
STORAGE TEMPERATURE	-55°C to 80°C (-67°F to -176°F) 5% to 95% RH Non Condensing
NETWORK CONNECTION	Ethernet to User Unit
WEIGHT	Without transformer: 500kg (1102lb) With transformer: 988kg (2178lb)
SHIPPING WEIGHT	Without transformer: 590kg (1301lb) With transformer: 1078kg (2377lb)
DIMENSIONS	2,147mm (7'1") (H) x 650mm (2'2") (W) x 1,055mm (3'6") (D)
IK RATING	IK10
IP RATING	IP55 (NEMA 3R)
WIRELESS UPLINK	3G/4G cellular communications with failover redundancy
WIRED UPLINK	Ethernet
POWER SUPPLY	Battery-backed UPS functionality for reliable telemetry at all times
SOFTWARE SUPPORT	OCPP v1.6J support for management and billing
SECURITY	SSH with EC keys and unique password for manufacturer diagnostics
POWER CONTROL	Supports OCPP charging profiles (OCPP v1.6J)
CONTROL PLATFORM	Included in the Power Unit
POWER SHARING (Optional)	Configurable site-level power demand management

EMC

ıc	Worldwide:	EMC Directive	Immunity: Class A	Emissions: Class A
	USA:	FCC	Immunity: Class A	Emissions: Class A

AC GRID INTERFACE

VOLTAGE	Worldwide (400VAC): 400VAC 3ph ±10%				
	US & Canada (480VAC): 480VAC 3ph ±10%				
	Canada (600VAC): 600VAC 3ph ±10%				
FREQUENCY	Worldwide: 50Hz ±10%				
	US & Canada: 60Hz ±10%				
MAXIMUM CURRENT AT LOW LINE	Worldwide (400VAC): 300A				
LEVEL (Nominal voltage -10%) AND PF = 0.99	US & Canada (480VAC): 250A				
	Canada (600VAC): 200A				
OVER CURRENT PROTECTION	Worldwide (400VAC): 300A Circuit Breaker (recommended)				
DEVICE REQUIRED (OCPD) IN SITE DISTRIBUTION BOARD	(The circuit breaker nominal rating MUST not exceed 300A in order to maintain primary protection for the LV transformer in the IPU)				
	(If a 350A circuit breaker is used the buried cable gauge MUST be increased)				
	US & Canada (480VAC): 320A UL Listed Circuit Breaker (recommended)				
	(The circuit breaker nominal rating MUST not exceed 320A in order to maintain primary protection for the LV transformer in the IPU)				
	Canada (600VAC): 250A UL Listed Circuit Breaker (recommended)				
	(The circuit breaker nominal rating MUST not exceed 250A in order to maintain primary protection for the LV transformer in the IPU)				
FAULT CURRENT LIMITING FUSES IN SITE DISTRIBUTION BOARD	Current limiting fuses or a UL recognised current limiting circuit breaker MUST be installed if available fault current exceeds 18kA				
	Note: The IPU has an option to upgrade the SCCR to 100kA				
RESIDUAL CURRENT MONITORING IN SITE DISTRIBUTION BOARD (Optional)	If a residual current monitoring device is required by local regulation it shall be of time delay type				
UNDER-VOLTAGE RELAY IN SITE DISTRIBUTION BOARD	The isolated power unit includes circuitry to locally isolate the charger's power circuit if the safety loop monitoring the door switches and tilt sensors is triggered.				
(Optional)	The IPU can also be isolated upstream in the event of a safety loop trigger event by including an under-voltage relay coil on the feeder circuit breaker in the site distribution board.				
	Tritium Veefil chargers should only be installed by a licensed contractor and a licensed electrician, in accordance with all local and national codes and standards to meet current NEC and NFPA 70E requirements. This may include additional, lockable disconnect mechanisms within line of sight of the supplied equipment.				
MINIMUM BURIED CABLE SIZE FOR	Worldwide (400VAC):				
AC LINK (Length of AC link cables and system	Twin 70mm ² Cu for L1, L2, L3 Single 70mm ² Cu for PE				
efficiency should be considered when sizing cables)	US & Canada (480VAC):				
	Twin 3/0 Cu for L1, L2, L3 Single 3/0 Cu for PE				
	Canada (600VAC):				
	Twin 1/0 Cu for L1, L2, L3 Single 1/0 Cu for PE				
MAXIMUM LENGTH OF BURIED CABLES FOR MINIMUM AC LINK CABLE SIZE SPECIFIED	200m (656ft) (To maintain feeder voltage drop below 3%)				

Note: This specification is correct at the date of release (listed at the bottom). For the most recent specification, see the website.

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