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FIRST AMENDMENT TO SOLAR ROOFTOP LEASE

THIS FIRST AMENDMENT TO SOLAR ROOFTOP LEASE ("**First Amendment**" or "**Amendment**") is made effective as of April 1 2020, by and between **BRE ALPHA INDUSTRIAL NJ PROPERTY OWNER, LLC,** a Delaware limited liability company ("**Landlord**") and **SRE SOLAR ORIGINATION 2, LLC,** a Delaware limited liability company ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Solar Rooftop Lease dated September 7, 2019 ("**Lease**");

WHEREAS, Landlord delivered the property to Tenant on September 7th, 2019 (the "Delivery Date");

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Development Term (as such term is defined in the Lease), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Defined Terms; Recitals. Unless otherwise defined herein, capitalized terms used in this Amendment which are not defined herein shall have the meanings ascribed thereto in the Lease. The recitals set forth above in this Amendment are hereby incorporated by reference in their entirety.

2. Extension of Development Term. Section 2.1 shall be amended such that the new provision shall read:

> 2.1 Term. The "Term" of the Lease shall consist of the Development Term and the Operating Term. The "Development Term" shall mean that period of time commencing on the Effective Date hereof and terminating on the earlier of (a) the first (1st) day of the Operating Term, or (b) March 7th, 2021. The "Operating Term" means that period of time commencing on the earlier of (a) the expiration of the Development Term, or (b) the Commercial Operation Date and terminating on the twenty-five (25th) anniversary thereof. As used herein, "Commercial Operation Date" means the date on which Tenant notifies Landlord in writing that (i) Tenant has obtained all necessary licenses, permits and approvals in compliance with all Legal Requirements for the installation and operation of the Solar Facilities, (ii) the Solar Facilities have been installed in accordance with all Legal Requirements and are connected to the distribution system for the local utility and/or to tenants within the Building, (iii) the Solar Facilities are ready and able to generate and supply electricity to the distribution system for the local utility and/or to tenants within the Building on a continuous basis (if applicable), (iv) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Solar Facilities, (v) if applicable and to the extent required, the local utility has approved interconnection with the distribution system to allow regular operation of the Solar Facilities, and (vi) the successful testing of the Solar Facilities has occurred.

3. Counterparts. This Amendment may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the

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same instrument. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Amendment shall be deemed the equivalent of the delivery of the original.

4. Ratification of Lease. Except as expressly supplemented, amended or modified by this Amendment, the Lease is hereby ratified and confirmed in all respects, and shall continue in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control.

5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

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IN WITNESS WHEREOF, this Amendment is executed by the parties as of the day and year first above written.

LANDLORD:

BRE ALPHA INDUSTRIAL NJ PROPERTY OWNER, LLC, a Delaware limited liability company

By: DocuSigned by: F166F3FC897F44A...

Name: James V. Maneri

Title: Vice-President

TENANT:

SRE SOLAR ORIGINATION 2, LLC

By: _____

Name: Stephen J. Raeder II

Title: Authorized Person