Affidavit Regarding Confidentiality in All of Sunrun's Applications

With respect to the confidentiality of Sunrun's application, Sunrun formally requests that the BPU honor our request to publish to the public only the redacted applications. Application list to follow in Schedule 1.

We believe that our potential client information, workforce development partner, as well as the specifics of our product construct are confidential and privileged information not for public consumption.

Thank you,

Project Developer Signature: Name: Daniel Saviteer

Position: Manager, Multifamily

Date: February 5th, 2021

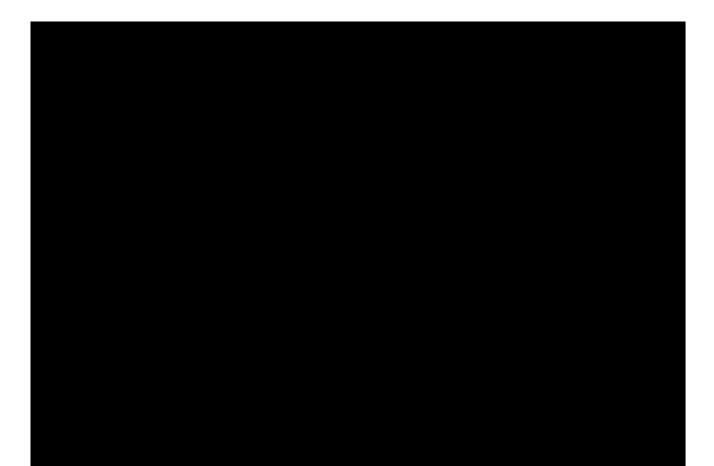
Signed and sworn to me before this 5th day of February, 2021

Signature

NICOLONS A DOSILIES

Name

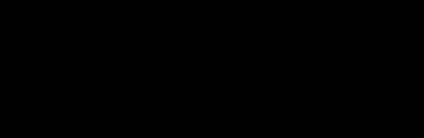
NICOLAS ANTHONY BASILICA NOTARY PUBLIC State of Connecticut My Commission Expires December 31, 2025







Privileged and confidential



Privileged and confidential



Section B: Community Solar Energy Project Description

Project Name: _

*This name will be used to reference the project in correspondence with the Applicant.

I. Applicant Contact Information

Applicant Con	anany/Entity Name		
		Intity Name:Last Name:	
		Email:	
	ling Address:		
	County:		
Applicant is:	Community Solar Project Owr	ner 🛛 Community Solar Developer/Facility Installer	
	Property/Site Owner	Subscriber Organization	
	Agent (if agent, what role is reader to the is reader to the is reader to the is reader to the interval of	epresented)	
II. Community	Solar Project Owner		
First Name:	r Company/Entity Name (complete	Last Name:	
Daytime Phon		mail:	
Mailing Addre		arren gg	
Municipality:	County:	Zip Code:	
III. Community	y 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):			
First Name:	Last Name:		
Daytime Phone:	Email:		
Mailing Address:			
Municipality:	County:	Zip Code:	

The proposed community solar project will be primarily built by:

□ the Developer □ 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, complete if applicable):				
First Name:		Last Name:		
Daytime Phone: _		Email:		
Mailing Address: _				
Municipality:	County:		Zip Code:	

IV. Property/Site Owner Information

Property Owner Company/Enti	ty Name:			
First Name:		Last Name:		
Daytime Phone:		_ Email:		
Applicant Mailing Address:				
Municipality:	County:		Zip Code:	

V. Community Solar Subscriber Organization (optional, complete if known)

If this section, "Community Solar Subscriber Organization," 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 Subscriber Organization becomes known.

Subscriber Organizat	ion Company/Entity Name (opti	ional, complete if applicable):	
First Name:	Last	Name:	
Daytime Phone:	Emai	il:	
Mailing Address:			
Municipality:	County:	Zip Code:	

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels): ______ MWdc *Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

Community Solar Facility Location (Ac	ldress):	
Municipality:	County:	Zip Code:
Name of Property (optional, complete	e if applicable):	



Property Block and Lot Number(s): _____

Community Solar Site Coordinates: ______ Longitude ______ Latitude

 Total Acreage of Property Block and Lots:
 _________acres

 Total Acreage of Community Solar Facility:
 __________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: (select one)

- Atlantic City Electric
- □ Jersey Central Power & Light
- 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.*): ______ (month) ______ (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 *

If "Yes," the Application will not be considered by the Board. See section B. XIII. for special provisions for projects having received a subsection (t) conditional certification from the Board prior to February 19, 2019.

*An existing project is defined in N.J.A.C. 14:8-9.2 as a solar project having begun operation and/or been approved by the Board for connection to the distribution system prior to February 19, 2019.

VII. Community Solar Facility Siting

1. The proposed community solar project has site control^{*} □ Yes □ No If "Yes," attach proof of site control.

If "No," the Application will be deemed incomplete.

*Site control is defined as property ownership or option to purchase, signed lease or option to lease, or signed contract for use as a community solar site or option to contract for use as a community solar site. The site control must be specific to the project in this Application, and may not be contingent on the approval of another Application submitted in PY2.



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.

If "Yes," the Applicant must attach special authorization from NJDEP for the site to host a community solar facility. The Board will not consider Applications for projects located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP, unless the Applicant has received special authorization from NJDEP and includes proof of such special authorization in the Application package.

*Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either "funded parkland" or "unfunded parkland" under N.J.A.C. 7:36, or land purchased by the State 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) ergy.com
- \Box an area of historic fill (see question 9 below)
- \Box a rooftop (see question 10 below)
- \Box a canopy over a parking lot or parking deck
- \Box 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)
- \Box 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 1964," P.L. 1964, c.48 (C. 54:4-23.1 <u>et seq</u>.) 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
 - \Box 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.

- 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:
- 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? □ Yes □ No
 If "Yes," attach a copy of the Response Action Outcome ("RAO") issued by a Licensed Site Remediation Professional ("LSRP") or the No Further Action ("NFA") letter issued by NJDEP.

- 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?



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.

- 12. The proposed community solar facility is located on the property of an affordable housing building or complex
- 14. The proposed community solar facility is located in an Economic Opportunity Zone, as defined by the New Jersey Department of Community Affairs ("DCA") Yes No If "Yes," attach proof that the facility is located in an Economic Opportunity Zone.
 *More information about Economic Opportunity Zones are available at the following link: https://www.state.nj.us/dca/divisions/lps/opp_zones.html.
- 15. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity If "Yes," attach proof of the designation of the site as "preserved" from a municipal, county, or state entity, and evidence that such designation would not conflict with the proposed solar facility.

 ^{17.} Are there any use restrictions at the site? □ Yes □ No
 If "Yes," explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.



Will the use restriction(s) be required to be modified by variance or other means? \Box Yes \Box No If "Yes," explain the modification below.



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)..... \Box Yes \Box 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.



VIII. Permits

The Applicant has completed the NJDEP Permit Readiness Checklist, and will submit it as an attachment to this Application..... Yes No
 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 <u>not required</u> 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.

3. The Applicant has received all non-ministerial permits* for this project (optional)

*Receiving all non-ministerial permits is <u>not required</u> 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.

Permit Name	Permitting	Date Permit Applied for (if applicable) /
& Description	Agency/Entity	Date Permit Received (if applicable)
a Description	/ geney/ Entry	
3 3 6 6		
	w Jersev's	

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

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.

<u>Exception</u>: 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: <u>https://www.njcleanenergy.com/files/file/CommunitySolar/FY21/8E%20-</u>%200RDER%20PSEG%20Interconnection.pdf.

This project is exercising the PSE&G hosting capacity map waiver: \Box Yes \Box No



IX. Community Solar Subscriptions and Subscribers

- 1. Estimated or Anticipated Number of Subscribers (please provide a good faith estimate or range):
- 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:

 Industrial:

 (define "other":
 ______)

- 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. Yes No If "Yes," attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.
- 5. The proposed community solar project will allocate at least 51% of project capacity to residential customers □ Yes □ No

If "Yes," what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?



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.

- 7. This project uses an anchor subscriber (optional) Yes No
 If "Yes," name of the anchor subscriber (optional): ______
 Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription: ______
- 8. Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants? □ Yes □ No If "Yes," what specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription are being passed through to the tenants?

njcleanenergy.com

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)*
 - \Box No geographic restriction: whole EDC service territory
 - □ 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 \Box Yes \Box 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:

 \Box 0% - 5% of the customer's annual electric utility bill or bill credit

 \Box 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

 \Box over 20% of the customer's annual electric utility bill or bill credit

The subscription proposed offers subscribers ownership or a pathway to ownership	h <mark>ip of a share of</mark>
the community solar facility	. 🗖 Yes 🗆 No
If "Yes," include proof of a pathway to ownership of a share of the community sola	r facility offered
to the subscribers in Appendix A.	

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.*)

The subscription proposed offers guaranteed or fixed savings to subscribers \Box Yes \Box No If "Yes," the guaranteed or fixed savings are offered as:

 \Box A percentage saving on the customer's annual electric utility bill

- \square 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

 \Box 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 I Yes I 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.



*It is the responsibility of the project's subscriber organization to notify the Board if/when the project is no longer seeking subscribers, and request that the Board remove the above information on its website.

X. Community Engagement

- The proposed community solar facility is located on land or a building owned or controlled by a government entity, including, but not limited to, a municipal, county, state, or federal entity
 Yes No
- 2. The proposed community solar project is being developed by or in partnership or collaboration* with the municipality in which the project is located Yes No If "Yes," explain how and attach evidence of the project being developed by or in partnership or collaboration with the municipality in which the project is located.

*Partnership or collaboration with the municipality is defined as clear and ongoing municipal involvement in the approval of the design, development, or operation of the proposed community solar project (e.g. project is located on a municipal site, municipality facilitating subscriber acquisition, municipal involvement in defining the subscription terms, etc.). Examples of evidence may include a formal partnership, a municipal request for proposals or other public bidding process, letter describing the municipality's involvement in the project or meeting minutes. 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.

 The proposed community solar project is being developed by or in partnership or collaboration* with one or more local community organization(s) and/or affordable housing providers in the area in which the project is located □ 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.

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 \$)	
Net Installed Cost (in \$/Watt)	
Initial Customer Acquisition Cost (in \$/Watt)	
Annual Customer Churn Rate (in %)	
Annual Operating Expenses (in c/kWh)	
Levelized Cost of Energy ("LCOE") (in c/kWh)	

2. Pursuant to N.J.A.C. 14:8-9.7(q), "community solar projects shall be eligible to apply, via a onetime 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:



- 1. The proposed community solar facility will be paired with storage □ Yes □ No If "Yes," please describe the proposed storage facility:
 - a. Storage system size: ______ MW _____ MWh

*Community solar credits will only be provided to community solar generation; credits will not be provided 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

..... 🗆 Yes 🗆 No

If "Yes," how many EV charging stations: _____

Will these charging stations be public and/or private?	
Please provide additional details:	



 The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers..... □ Yes □ No If "Yes," please provide additional details:

XIII. Special Authorizations and Exemptions

Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)?
 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? □ Yes □ No If "Yes," please demonstrate below (and attach supporting documents as relevant):
 - a. That the project is sited on the property of a multi-family building.
 - b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.

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?

..... 🗌 Yes 🗌 No

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? Yes No If "Yes," the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately 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.
- 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...... \Box Yes \Box No

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, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board.

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







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.

Applicant Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Daniel Saviteer
 (name) am the Manager, Multifamily
 (title) of the Applicant Sunrun, Inc.

 Applicant Sunrun, Inc.
 (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.

Date: February 4th, 2021 Signature Print Name: Daniel Saviteer Title: Manager, Multifamily Company: Sunrun, Inc day of February Signed and sworn to before me on this 4th 2021 NICOLAS ANTHONY BASILICA Signature NOTARY PUBLIC State of Connecticut Basilica Nicolas My Commission Expires December 31, 2025 Name



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, Daniel Saviteer
 (name) am the Manager, Multifamily
 (title) of the

 Project Developer Sunrun, Inc.
 (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
- 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.

Signature:	Date: February 4th, 2021
Print Name: <u>Daniel Saviteer</u> Title: <u>Manager, Multifamily</u>	Company: Sunrun, Inc.
Signed and sworn to before me on this <u>4th</u>	day of February 2021
Signature Nicolas A Basilica Name	NICOLAS ANTHONY BASILICA NOTARY PUBLIC State of Connecticut My Commission Expires December 31, 2025



Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Daniel Saviteer (name) am the Manager, Multifamily (title) of the Project Owner Sunrun, Inc. (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.

Signature:

Print Name: Daniel Saviteer

Company: Sunrun, Inc.

Date: 2.4.2021

Signed and sworn to before me on this 4th day of February 202'

Title: Manager, Multifamily

Signature /Vicolas A Basilica Name

NICOLAS ANTHONY BASILICA NOTARY PUBLIC State of Connecticut My Commission Expires December 31, 2025



Property Owner Certification

The undersigned warrants, certifies, and represents that:

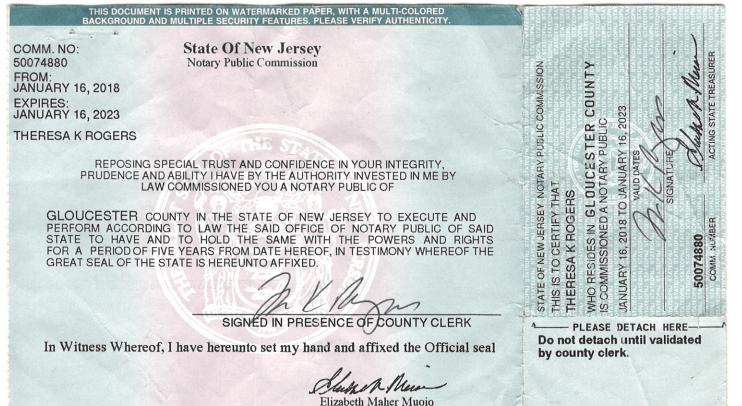
- 1) I, <u>Don Miller</u> (name) am the <u>Executive Vice President</u> (title) of the Property <u>Morgan Village</u> (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package pertaining to siting and 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.

Docusigned by.
Signature Don Miller Date:
Print Name: Don Miller
Title: Executive Vice President Company: The Michaels Organization
njcleanenergy.com program™
Signed and sworn to before me on this ^{4th} day of February, 20 <u>21</u>
DocuSigned by:
Polo
CEBDF66AF587445

Signature Theresa Rogers

Name

Proof of Authorized Notary Public



Elizabeth Maher Muoio Acting State Treasurer

.8



Section D: Appendix

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 ______ of _____ (total number of product offerings).

This Product Offering applies to:

- LMI subscribers
- non-LMI subscribers
- both LMI and non-LMI subscribers
- 1. 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):
- 2. Community Solar Subscription Price: (check all that apply)
 - □ Fixed price per month
 - □ Variable price per month, variation based on: ______
 - □ The subscription price has an escalator of ______% every ______ (interval)
- 3. Contract term (length): ______ months, or _____ years OR \Box month-to-month
- 4. Fees

□ Sign-up fee: _____

Early Termination or Cancellation fees: ______

Other fee(s) and frequency: ______

5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? □ Yes □ No



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

- \Box As a percentage of monthly utility bill
- $\hfill\square$ As a fixed guaranteed savings compared to average historic bill
- \Box As a fixed percentage of bill credits
- □ Other: ______
- 6. Special conditions or considerations:





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	р. 10	\Box Yes \Box No
solar facility will be located (in color).		
Proof of site control.	p. 10	🛛 Yes 🗆 No
(*) 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	\Box Yes \Box No
redevelopment: proof of the designation of the area as being in need of	- A 1	1.1
redevelopment from a municipal, county, or state entity.		11
(*) 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	
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).	progr	CALLE
Substantiating evidence of project cost in the form of charts and/or	p. 20	□Yes □ No
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	Reference	
Attachments marked with an asterisk (*) only apply if the project meets	Page	Attached?
the specified criteria.	Number	
(*) If the project is located, in part or in whole, on a brownfield: copy of	p. 12	\Box Yes \Box 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
in part or in whole a floating solar project. (*) 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.	р. 15	🗆 Yes 🗆 No
Evidence of experience on projects serving LMI communities or	p.16	□Yes □ No
partnerships with organizations that have experience serving LMI		
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	\Box Yes \Box No
tenants: signed affidavit from the account holder that the specific,		
identifiable, sufficient, and quantifiable benefits from the community	x X 1	1.1
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.		
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	Dr	
affordable housing providers in the area in which the project is located.		<u> </u>
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.	progr	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	р. 22	\Box Yes \Box 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.		
\Rightarrow 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, a subsection (t) conditional certification from the Board prior to February 19, 2019.	p. 22	□Yes □ No
Attach a signed affidavit that the Applicant will immediately 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 development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board	p. 23	□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.	p. 24	□Yes □ No





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 <u>a minimum of 50 points total</u> 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)
Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project	25
 Higher preference: LMI project Siting 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 enhancement, pollination support (**) Bonus points if project is located in a redevelopment area or an economic opportunity zone (**) *Note: Applicants with a floating solar project must meet with DEP prior to submitting an Application, and take special notice of DEP's siting guidelines. The siting criteria for floating solar located at sand and gravel pits that have little to no established floral and gravel pits that have little to no established floral and gravel pits that have little to no established floral and prove pits that have little to no established floral and gravel pits that have little to no established floral and gravel pits that have little to no established floral and gravel pits that have little to no established floral and gravel pits that have little to no established floral and faunal resources has been moved 	25 20 Max. possible bonus points: 3 Max. possible bonus points: 2
from "medium preference" to "higher preference" per a Board Order dated January 7, 2021.	
**Note: bonus points will only be available for projects in the "higher" or "medium" preference siting categories. Projects in the "No Points" siting categories are not eligible for bonus points.	



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)	
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;	
project has completed an interconnection study	

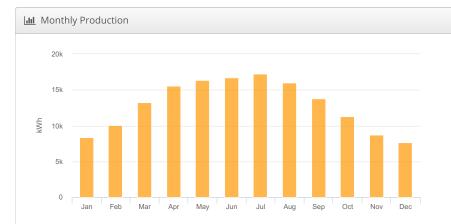
Delineated Site Map

05_NTP_V4 Morgan Village, 2241 Van Buren St., Camden, NJ 08104

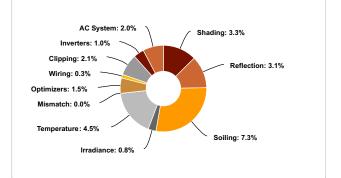
🖋 Report	
Project Name	Morgan Village
Project Description	2004033068
Project Address	2241 Van Buren St., Camden, NJ 08104
Prepared For	ТМО
Prepared By	Draper Dayton draper.dayton@sunrun.com

0	
Lill System	Metrics
Design	05_NTP_V4
Module DC Nameplate	122.1 kW
Inverter AC Nameplate	91.2 kW Load Ratio: 1.34
Annual Production	154.9 MWh
Performance Ratio	77.3%
kWh/kWp	1,268.6
Weather Dataset	TMY, 1209026_Camden, https://maps.nrel.gov/nsrdb-viewer/ (custom)
Simulator Version	97cc3f45b2-d0f1ea52b5-cb31845808- 1a980e29f5





Sources of System Loss



	Description	Output	% Delta
	Annual Global Horizontal Irradiance	1,516.4	
	POA Irradiance	1,641.2	8.29
Irradiance	Shaded Irradiance	1,587.5	-3.39
(kWh/m²)	Irradiance after Reflection	1,537.8	-3.19
	Irradiance after Soiling	1,425.6	-7.39
	Total Collector Irradiance	1,425.6	0.0%
	Nameplate	175,383.2	
	Output at Irradiance Levels	174,056.1	-0.89
Energy (kWh)	Output at Cell Temperature Derate	166,146.1	-4.5
	Output After Mismatch	166,146.0	0.0
	Optimizer Output	163,663.0	-1.59
()	Optimal DC Output	163,101.7	-0.3
	Constrained DC Output	159,686.1	-2.1
	Inverter Output	158,062.2	-1.0
	Energy to Grid	154,900.9	-2.09
Temperature	Metrics		
	Avg. Operating Ambient Temp		15.1 °
	Avg. Operating Cell Temp		27.1 °
Simulation M	letrics		
		Operating Hours	429
		Solved Hours	429

Annual Produ	iction Repo	Ort produced	by Draper Dayton
--------------	-------------	---------------------	------------------

Condition Set														
Description	S5_JA	55_JAM60S10 320-340/MR												
Weather Dataset	TMY,	rMY, 1209026_Camden, https://maps.nrel.gov/nsrdb-viewer/ (custom)												
Solar Angle Location	Mete	Meteo Lat/Lng												
Transposition Model	Perez	Mode	I											
Horizon Profile	Morg	anVilla	ge_d	tmh_39	.916	-75.	115	5.hor						
Temperature Model	Diffus	sion M	odel											
	Rack	Туре						U _{const}			Uwind			
Temperature Model	Fixed	l Tilt						20			0			
Parameters	Flush	n Mour	nt					20 0						
	East-We							20	20			0		
	Carp	ort						20			0			
Soiling (%)	J	F	Μ	Α	Μ		J	J	А	S	0	Ν	D	
	7.3	7.3	7.3	7.3	7.3	3 7	.3	7.3	7.3	7.3	7.3	7.3	7.3	
Irradiation Variance	1%													
Cell Temperature Spread	4° C													
Module Binning Range	0% to	1.47%)											
AC System Derate	2.00%	ó												
	Modu	ule		Upload By	led	Cha	rac	terizati	on					
Module Characterizations		50HPH 1 (Long ')		Folson Labs	n	181203.Longi_LR4_60HPH_350M_Draft.F PAN				PAN,				
	-330/ (1000	JAM60S10 -330/MR Folsom (1000V) (JA Labs Solar) Spec Sheet Characterization, PAN												
Component Characterizations	Devic	Device Uploaded By Characterization												

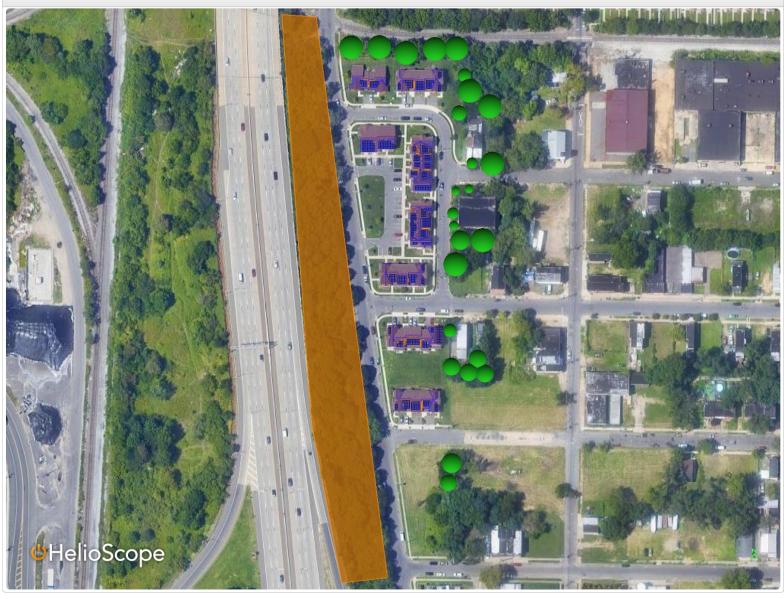
🕀 Components							
Component Name Count							
Inverters	SE11400H-US (SolarEdge)	8 (91.2 kW)					
Strings	10 AWG (Copper)	25 (7,599.8 ft)					
Optimizers	P400 (SolarEdge)	370 (148.0 kW)					
Module	JA Solar, JAM60S10 -330/MR (1000V) (330W)	370 (122.1 kW)					

Description		Combiner Poles			String Size	Stringing	g Strategy		
Wiring Zone		-			8-15	Along Ra	icking		
Field Se	egments								
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
RF01	Flush Mount	Portrait (Vertical)	23°	180°	0.1 ft	1x1	25	25	8.25 kW
RF11	Flush Mount	Portrait (Vertical)	23°	180°	0.1 ft	1x1	27	27	8.91 kW
RF12	Flush Mount	Portrait (Vertical)	23°	180°	0.1 ft	1x1	15	15	4.95 kW
RF19	Flush Mount	Portrait (Vertical)	16°	180°	0.1 ft	1x1	7	7	2.31 kW
RF32	Flush Mount	Portrait (Vertical)	18°	180°	0.1 ft	1x1	10	10	3.30 kW
Х	Flush Mount	Portrait (Vertical)	34°	90°	0.1 ft	1x1			0
RF39	Flush Mount	Portrait (Vertical)	34°	270°	0.1 ft	1x1	3	3	990.0 W
Х	Flush Mount	Portrait (Vertical)	34°	270°	0.1 ft	1x1			0
RF02	Flush Mount	Portrait (Vertical)	30°	90°	0.1 ft	1x1	4	4	1.32 kW
RF03	Flush Mount	Portrait (Vertical)	33°	270°	0.1 ft	1x1	4	4	1.32 kW
Х	Flush Mount	Portrait (Vertical)	34°	90°	0.1 ft	1x1			0
RF06	Flush Mount	Portrait (Vertical)	18°	180°	0.1 ft	1x1	5	5	1.65 kW
RF07	Flush Mount	Portrait (Vertical)	18°	180°	0.1 ft	1x1	15	15	4.95 kW
RF08	Flush Mount	Portrait (Vertical)	18°	180°	0.1 ft	1x1	5	5	1.65 kW
RF09	Flush Mount	Portrait (Vertical)	29°	270°	0.1 ft	1x1	3	3	990.0 W
RF10	Flush Mount	Portrait (Vertical)	29°	90°	0.1 ft	1x1	18	18	5.94 kW
RF40	Flush Mount	Portrait (Vertical)	33°	270°	0.1 ft	1x1			0
х	Flush Mount	Portrait (Vertical)	34°	90°	0.1 ft	1x1			0

Annual Production Report produced by Draper Dayton

~			J .						-
RF33	Flush Mount	Portrait (Vertical)	23°	180°	0.1 ft	1x1	11	11	3.63 kW
RF14	Flush Mount	Portrait (Vertical)	23°	180°	0.1 ft	1x1	15	15	4.95 kW
RF21	Flush Mount	Portrait (Vertical)	23°	180°	0.1 ft	1x1	10	10	3.30 kW
х	Flush Mount	Portrait (Vertical)	34°	270°	0.1 ft	1x1			0
RF05	Flush Mount	Portrait (Vertical)	30°	90°	0.1 ft	1x1	6	6	1.98 kW
RF13	Flush Mount	Portrait (Vertical)	19°	180°	0.1 ft	1x1	15	15	4.95 kW
RF20	Flush Mount	Portrait (Vertical)	17°	180°	0.1 ft	1x1	10	10	3.30 kW
Х	Flush Mount	Portrait (Vertical)	34°	270°	0.1 ft	1x1			0
RF04	Flush Mount	Portrait (Vertical)	30°	90°	0.1 ft	1x1	6	6	1.98 kW
RF15	Flush Mount	Portrait (Vertical)	34°	270°	0.1 ft	1x1	3	3	990.0 W
Х	Flush Mount	Portrait (Vertical)	34°	90°	0.1 ft	1x1			0
RF18	Flush Mount	Portrait (Vertical)	19.3°	180°	0.1 ft	1x1	12	12	3.96 kW
Х	Flush Mount	Portrait (Vertical)	31°	270°	0.1 ft	1x1			0
Х	Flush Mount	Portrait (Vertical)	31°	90°	0.1 ft	1x1			0
RF16	Flush Mount	Portrait (Vertical)	19.5°	180°	0.1 ft	1x1	7	7	2.31 kW
RF17	Flush Mount	Portrait (Vertical)	19.5°	180°	0.1 ft	1x1	9	9	2.97 kW
Х	Flush Mount	Portrait (Vertical)	30°	270°	0.1 ft	1x1			0
Х	Flush Mount	Portrait (Vertical)	30°	90°	0.1 ft	1x1			0
Х	Flush Mount	Portrait (Vertical)	30°	180°	0.1 ft	1x1			0
RF22	Flush Mount	Portrait (Vertical)	19°	270°	0.1 ft	1x1	3	3	990.0 W
RF23	Flush Mount	Portrait (Vertical)	19°	90°	0.1 ft	1x1	7	7	2.31 kW
RF24	Flush Mount	Portrait (Vertical)	19°	270°	0.1 ft	1x1	6	6	1.98 kW
RF27	Flush Mount	Portrait (Vertical)	19°	90°	0.1 ft	1x1	6	6	1.98 kW
RF25	Flush Mount	Portrait (Vertical)	19°	90°	0.1 ft	1x1	6	6	1.98 kW
RF26	Flush Mount	Portrait (Vertical)	19°	270°	0.1 ft	1x1	6	6	1.98 kW
RF28	Flush Mount	Portrait (Vertical)	19°	90°	0.1 ft	1x1	7	7	2.31 kW
RF29	Flush Mount	Portrait (Vertical)	19°	270°	0.1 ft	1x1	4	4	1.32 kW
Х	Flush Mount	Portrait (Vertical)	38°	0°	0.1 ft	1x1			0
RF30	Flush Mount	Portrait (Vertical)	38°	180°	0.1 ft	1x1	18	18	5.94 kW
RF31	Flush Mount	Portrait (Vertical)	38°	180°	0.1 ft	1x1	4	4	1.32 kW
RF34	Flush Mount	Portrait (Vertical)	24°	270°	0.1 ft	1x1	21	21	6.93 kW
RF35	Flush Mount	Portrait (Vertical)	23°	90°	0.1 ft	1x1	7	7	2.31 kW
RF36	Flush Mount	Portrait (Vertical)	23°	90°	0.1 ft	1x1	15	15	4.95 kW
RF37	Flush Mount	Portrait (Vertical)	24°	90°	0.1 ft	1x1	8	8	2.64 kW
х	Flush Mount	Portrait (Vertical)	44°	0°	0.1 ft	1x1			0
RF38	Flush Mount	Portrait (Vertical)	44°	180°	0.1 ft	1x1	7	7	2.31 kW

Oetailed Layout



Proof of Site Control

SUNCUN

LETTER OF AGREEMENT AND OPTION TO CONTRACT FOR USE AS A COMMUNITY SOLAR SITE

February 4th, 2021

Don L. Miller, Executive Vice President The Michaels Organization 2 Cooper Street Camden, NJ 08102

Dear Mr. Miller:

This letter sets forth the understanding and terms of agreement and constitutes a Memorandum of Understanding and Option to Contract for Use as a Community Solar Site between Sunrun Inc. ("Sunrun") and The Michaels Organization ("Host") with respect to installing solar photovoltaic (PV) systems on multifamily low-income housing properties in New Jersey ("MOU").

1. Background

Host is a leading provider of multifamily affordable housing, with a record of investments in energy efficiency and solar PV in order to improve its real estate assets and benefit its low income residents. Sunrun is the largest residential solar company in the United States and a leading provider of solar electric generating systems for multifamily affordable housing properties. Host has an extensive portfolio of affordable housing properties that are excellent candidates for the New Jersey Community Solar Pilot Program. The parties wish to partner to bring their respective strengths together to develop solar PV projects that will benefit Host, Sunrun and the low income residents of as many of Host's properties as feasible.

2. Key Business Terms

- A. Option to Contract for Use as a Community Solar Site. Host hereby provides Sunrun with an exclusive option to contract for installation of Solar PV systems for use as community solar site(s) (the "<u>Option to Contract</u>") on the affordable housing properties identified on the Host-approved target list, attached hereto as <u>Exhibit 1</u>, ("<u>Target List</u>") for the duration of the Exclusivity Option Period.
- B. Goals. The overall goal is to identify and develop Solar PV systems for Host's affordable housing properties. Based on preliminary review, Sunrun believes it may be reasonable to develop projects that provide the following benefits:
 - Create electricity cost savings and subsequent NOI increase in the budgets of Host properties

- Establish Host as a leading provider of renewable energy that benefits low-income renters and stabilizes affordable housing assets at scale and in a manner that attracts mainstream investment.
- B. **Overall Tasks**. The purpose of this MOU will be achieved through the following overall tasks:
 - Sunrun will develop fully engineered proposals for solar PV systems for properties on the Target List.
 - Host and Sunrun will negotiate in good faith and contract for solar PV systems to benefit Host, Sunrun and low-income residents on as many of Host's properties as feasible, based on the Target List.
 - Once contracted, Sunrun and Host will cooperate to diligently complete installation and interconnection of the solar PV.
- C. **Preliminary Assessment Process**. Upon execution of this MOU, the parties will proceed with a preliminary assessment of solar PV opportunities as follows:
 - Sunrun will provide a preliminary analysis of the potential business opportunity at each site on the Target List based on estimated site solar capacity or maximum electric load at Host's properties. Sunrun will confirm that the roofs of each site are structurally able to support a solar installation and present that confirmation to the Host.
 - The parties will use that information to agree on the size of the total potential solar PV system development opportunity across all target properties, as measured in MW-DC.
 - Host will supply information needed for Sunrun to produce the more detailed proposals, including: unit mix tables with affordability restrictions, energy bills or authorization to access such information in electronic format from the local utility provider, as-built drawings (if available), regulatory agreements and other documents as may be required to process a utility rebate, and other Host input for Sunrun's design consideration. Host also acknowledges that their roofs are structurally able to support a rooftop solar installation.
 - Sunrun will develop the detailed site-specific analyses and generate proposals for as many properties as possible that meet the goals of this agreement including roof structure. The parties will cooperate in the ongoing development of the analyses.

D. Host Rights and Responsibilities.

- Host reserves the right to reject any project presented by Sunrun that does not reasonably correspond to the metrics as outlined in this MOU.
- Host represents that, with respect to the matters addressed in this MOU, it exercises a controlling interest in the properties on the Target List through its affiliations with the respective owner entities of the Target List properties, and will cause the

affiliated owner entities to execute the required legal documents to achieve the goals and terms of this MOU.

E. Sunrun Responsibilities.

- Sunrun will identify, develop, finance, install and operate Solar PV systems on Host properties for use as community solar sites. The Solar PV systems will serve tenant units and/or property common areas. The work will be performed by Sunrun, its affiliates and partners.
- Sunrun will utilize a mix of incentives, debt financing, and tax equity financing to pay for the solar PV. The intent of the financing strategy is to provide solar PV systems that benefits both common areas and residents of affordable housing properties at an overall price that provides savings to property operating (common area) budgets and residents with no upfront cost to Host for either tenant or common systems.
- Sunrun will complete turnkey installation of the solar system, including design, engineering, permitting, construction, interconnection and rebate processing, as well as the long-term operations, maintenance, warranty and performance guarantee.
- Sunrun agrees to present proposals that meet these target parameters:
- 1. Achieve significant reduction in common area electric energy savings for the common area meter(s) with resultant increases in property-level net operating income (NOI.)
- 2. Maximize the Solar PV system size to generate the maximum benefit for low-income residents of Host multifamily affordable housing properties.
- Host shall have the right to confirm the project design and economics prior to entering into a final contract for each Sunrun-proposed Solar PV system.

3. Exclusivity and Matching Offers

Sunrun shall have the exclusive Option to Contract on the Target List for a period of six months from the date of this MOU (the "<u>Exclusivity Option Period</u>"). In addition, during the Exclusivity Option Period, Sunrun shall have the right to submit Solar PV applications with the NJ Board of Public Utilities on certain of Host's affordable housing portfolio.

In addition, for a period of two (2) years following the Exclusivity Option Period, Host shall provide Sunrun with a "last look" opportunity to match any subsequent solar PV system proposals from other solar PV system providers on projects previously presented by Sunrun and rejected by Host during the term of this agreement. Sunrun will have 45 days to review a proposal and provide an alternate proposal.

In exchange for Sunrun's exclusive Option to Contract and last look opportunity and upon agreement of the size of the total potential solar PV system development opportunity as

measured in MW-DC, Sunrun will pay Host \$100 per MW ("<u>**Option Payment**</u>"). The Option Payment will be made within 30 days of agreement on the size of the total business opportunity.

Host will have no obligation to repay any portion of the Option Payment, regardless of the total size of Solar PV systems ultimately installed by Sunrun, if any.

4. Term and Termination

This MOU is effective upon the signature date below and shall continue for a minimum of six months or until all projects identified by Host have been analyzed by Sunrun and Host has either accepted or rejected the proposed projects, whichever is longer, provided, however, that the matching offer provision of Section 4 shall continue for an additional two years beyond the expiration of the Exclusivity Option Period.

This MOU may be terminated by either party for Good Cause or by mutual written agreement. Good Cause shall mean that in the judgement of the terminating party the other party failed to act in a timely manner or provide information reasonably necessary to qualify for the New Jersey Community Solar Pilot Program or to develop and finance the solar PV at a given project. Additionally, Good Cause shall include that in the judgement of Host, Sunrun is not performing in a timely manner. This MOU may be modified only in writing and with the mutual consent of authorized officials from Host and Sunrun.

5. Confidentiality and Non-Disclosure

The information provided and developed in conjunction with this Agreement, including without limitation the presentation, approach, deal structure, proposed project economics and the terms of the Agreement itself, excepting any information that was publicly available or in the recipient's possession prior to disclosure, shall be considered proprietary and confidential. The parties agree to use such confidential information solely to evaluate the proposed Solar PV systems contemplated by this Agreement, to take reasonable measures to maintain the secrecy of any such material, and not to disclose it to any third parties except as required by law.

6. Notice and Contact Information

Notice under this Agreement shall be delivered as follows:

<u>HOST</u>

The Michaels Organization 2 Cooper Street Camden, NJ 08102 Attention: Don Miller, Executive Vice President DMiller@TMO.com

<u>SUNRUN</u>

Sunrun Inc. 225 Bush Street, Suite 1400 San Francisco, CA 94104 Attention: Nicholas Smallwood nsmallwood@sunrun.com CC: legalnotices@sunrun.com

7. Choice of Law and Venue

This Agreement shall be interpreted with respect to the laws of the state of California. Any dispute arising out of this agreement that cannot be resolved informally between the parties is subject to binding arbitration where each party shall bear its own expenses and each party shall agree to comply with any ruling made through arbitration.

[SIGNATURE PAGE FOLLOWS]

AGREED: The undersigned agree to this Memorandum of Understanding as of the date signed below:

HOST

The Michaels Organization

—DocuSigned by:

Don Miller Don Miller Executive Vice President 2/4/2021

Date

SUNRUN

—DocuSigned by: Daniel Saviteer

Daniel Saviteer Manager, Multifamily

2/4/2021

Date

EXHIBIT 1

LIST OF TARGET PROPERTIES

Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington

Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberla nd
Walnut Manor	794 E. Walnut Road	Vineland	NJ	08360	Cumberla nd
Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	08030	Camden
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

Proof that Rooftop is Structurally Able to Support PV System

SUNCUN

LETTER OF AGREEMENT AND OPTION TO CONTRACT FOR USE AS A COMMUNITY SOLAR SITE

February 4th, 2021

Don L. Miller, Executive Vice President The Michaels Organization 2 Cooper Street Camden, NJ 08102

Dear Mr. Miller:

This letter sets forth the understanding and terms of agreement and constitutes a Memorandum of Understanding and Option to Contract for Use as a Community Solar Site between Sunrun Inc. ("Sunrun") and The Michaels Organization ("Host") with respect to installing solar photovoltaic (PV) systems on multifamily low-income housing properties in New Jersey ("MOU").

1. Background

Host is a leading provider of multifamily affordable housing, with a record of investments in energy efficiency and solar PV in order to improve its real estate assets and benefit its low income residents. Sunrun is the largest residential solar company in the United States and a leading provider of solar electric generating systems for multifamily affordable housing properties. Host has an extensive portfolio of affordable housing properties that are excellent candidates for the New Jersey Community Solar Pilot Program. The parties wish to partner to bring their respective strengths together to develop solar PV projects that will benefit Host, Sunrun and the low income residents of as many of Host's properties as feasible.

2. Key Business Terms

- A. Option to Contract for Use as a Community Solar Site. Host hereby provides Sunrun with an exclusive option to contract for installation of Solar PV systems for use as community solar site(s) (the "<u>Option to Contract</u>") on the affordable housing properties identified on the Host-approved target list, attached hereto as <u>Exhibit 1</u>, ("<u>Target List</u>") for the duration of the Exclusivity Option Period.
- B. Goals. The overall goal is to identify and develop Solar PV systems for Host's affordable housing properties. Based on preliminary review, Sunrun believes it may be reasonable to develop projects that provide the following benefits:
 - Create electricity cost savings and subsequent NOI increase in the budgets of Host properties

- Establish Host as a leading provider of renewable energy that benefits low-income renters and stabilizes affordable housing assets at scale and in a manner that attracts mainstream investment.
- B. **Overall Tasks**. The purpose of this MOU will be achieved through the following overall tasks:
 - Sunrun will develop fully engineered proposals for solar PV systems for properties on the Target List.
 - Host and Sunrun will negotiate in good faith and contract for solar PV systems to benefit Host, Sunrun and low-income residents on as many of Host's properties as feasible, based on the Target List.
 - Once contracted, Sunrun and Host will cooperate to diligently complete installation and interconnection of the solar PV.
- C. **Preliminary Assessment Process**. Upon execution of this MOU, the parties will proceed with a preliminary assessment of solar PV opportunities as follows:
 - Sunrun will provide a preliminary analysis of the potential business opportunity at each site on the Target List based on estimated site solar capacity or maximum electric load at Host's properties. Sunrun will confirm that the roofs of each site are structurally able to support a solar installation and present that confirmation to the Host.
 - The parties will use that information to agree on the size of the total potential solar PV system development opportunity across all target properties, as measured in MW-DC.
 - Host will supply information needed for Sunrun to produce the more detailed proposals, including: unit mix tables with affordability restrictions, energy bills or authorization to access such information in electronic format from the local utility provider, as-built drawings (if available), regulatory agreements and other documents as may be required to process a utility rebate, and other Host input for Sunrun's design consideration. Host also acknowledges that their roofs are structurally able to support a rooftop solar installation.
 - Sunrun will develop the detailed site-specific analyses and generate proposals for as many properties as possible that meet the goals of this agreement including roof structure. The parties will cooperate in the ongoing development of the analyses.

D. Host Rights and Responsibilities.

- Host reserves the right to reject any project presented by Sunrun that does not reasonably correspond to the metrics as outlined in this MOU.
- Host represents that, with respect to the matters addressed in this MOU, it exercises a controlling interest in the properties on the Target List through its affiliations with the respective owner entities of the Target List properties, and will cause the

affiliated owner entities to execute the required legal documents to achieve the goals and terms of this MOU.

E. Sunrun Responsibilities.

- Sunrun will identify, develop, finance, install and operate Solar PV systems on Host properties for use as community solar sites. The Solar PV systems will serve tenant units and/or property common areas. The work will be performed by Sunrun, its affiliates and partners.
- Sunrun will utilize a mix of incentives, debt financing, and tax equity financing to pay for the solar PV. The intent of the financing strategy is to provide solar PV systems that benefits both common areas and residents of affordable housing properties at an overall price that provides savings to property operating (common area) budgets and residents with no upfront cost to Host for either tenant or common systems.
- Sunrun will complete turnkey installation of the solar system, including design, engineering, permitting, construction, interconnection and rebate processing, as well as the long-term operations, maintenance, warranty and performance guarantee.
- Sunrun agrees to present proposals that meet these target parameters:
- 1. Achieve significant reduction in common area electric energy savings for the common area meter(s) with resultant increases in property-level net operating income (NOI.)
- 2. Maximize the Solar PV system size to generate the maximum benefit for low-income residents of Host multifamily affordable housing properties.
- Host shall have the right to confirm the project design and economics prior to entering into a final contract for each Sunrun-proposed Solar PV system.

3. Exclusivity and Matching Offers

Sunrun shall have the exclusive Option to Contract on the Target List for a period of six months from the date of this MOU (the "<u>Exclusivity Option Period</u>"). In addition, during the Exclusivity Option Period, Sunrun shall have the right to submit Solar PV applications with the NJ Board of Public Utilities on certain of Host's affordable housing portfolio.

In addition, for a period of two (2) years following the Exclusivity Option Period, Host shall provide Sunrun with a "last look" opportunity to match any subsequent solar PV system proposals from other solar PV system providers on projects previously presented by Sunrun and rejected by Host during the term of this agreement. Sunrun will have 45 days to review a proposal and provide an alternate proposal.

In exchange for Sunrun's exclusive Option to Contract and last look opportunity and upon agreement of the size of the total potential solar PV system development opportunity as

measured in MW-DC, Sunrun will pay Host \$100 per MW ("<u>**Option Payment**</u>"). The Option Payment will be made within 30 days of agreement on the size of the total business opportunity.

Host will have no obligation to repay any portion of the Option Payment, regardless of the total size of Solar PV systems ultimately installed by Sunrun, if any.

4. Term and Termination

This MOU is effective upon the signature date below and shall continue for a minimum of six months or until all projects identified by Host have been analyzed by Sunrun and Host has either accepted or rejected the proposed projects, whichever is longer, provided, however, that the matching offer provision of Section 4 shall continue for an additional two years beyond the expiration of the Exclusivity Option Period.

This MOU may be terminated by either party for Good Cause or by mutual written agreement. Good Cause shall mean that in the judgement of the terminating party the other party failed to act in a timely manner or provide information reasonably necessary to qualify for the New Jersey Community Solar Pilot Program or to develop and finance the solar PV at a given project. Additionally, Good Cause shall include that in the judgement of Host, Sunrun is not performing in a timely manner. This MOU may be modified only in writing and with the mutual consent of authorized officials from Host and Sunrun.

5. Confidentiality and Non-Disclosure

The information provided and developed in conjunction with this Agreement, including without limitation the presentation, approach, deal structure, proposed project economics and the terms of the Agreement itself, excepting any information that was publicly available or in the recipient's possession prior to disclosure, shall be considered proprietary and confidential. The parties agree to use such confidential information solely to evaluate the proposed Solar PV systems contemplated by this Agreement, to take reasonable measures to maintain the secrecy of any such material, and not to disclose it to any third parties except as required by law.

6. Notice and Contact Information

Notice under this Agreement shall be delivered as follows:

<u>HOST</u>

The Michaels Organization 2 Cooper Street Camden, NJ 08102 Attention: Don Miller, Executive Vice President DMiller@TMO.com

<u>SUNRUN</u>

Sunrun Inc. 225 Bush Street, Suite 1400 San Francisco, CA 94104 Attention: Nicholas Smallwood nsmallwood@sunrun.com CC: legalnotices@sunrun.com

7. Choice of Law and Venue

This Agreement shall be interpreted with respect to the laws of the state of California. Any dispute arising out of this agreement that cannot be resolved informally between the parties is subject to binding arbitration where each party shall bear its own expenses and each party shall agree to comply with any ruling made through arbitration.

[SIGNATURE PAGE FOLLOWS]

AGREED: The undersigned agree to this Memorandum of Understanding as of the date signed below:

HOST

The Michaels Organization

—DocuSigned by:

Don Miller Don Miller Executive Vice President 2/4/2021

Date

SUNRUN

—DocuSigned by: Daniel Saviteer

Daniel Saviteer Manager, Multifamily

2/4/2021

Date

EXHIBIT 1

LIST OF TARGET PROPERTIES

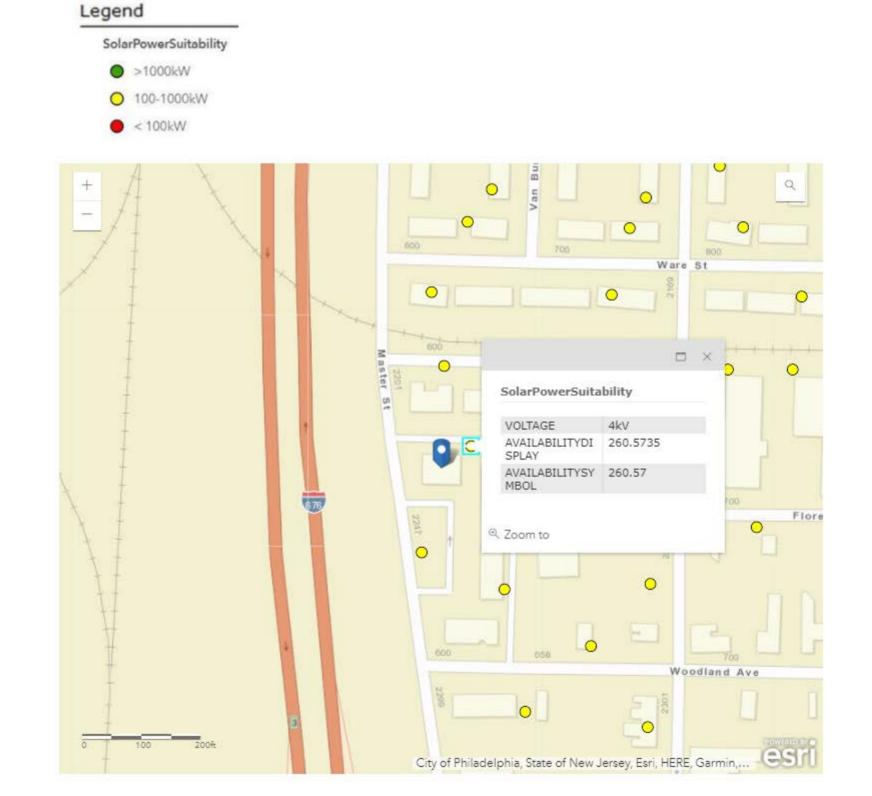
Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington

Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberla nd
Walnut Manor	794 E. Walnut Road	Vineland	NJ	08360	Cumberla nd
Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	08030	Camden
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

Hosting Capacity Map

-

*Map works best with Google Chrome, Mozilla Firefox and Internet Explorer v8.0 and above browsers.



Project Costs Spreadsheet

Estimated	Community Solar Cost Breakdown	
Category	Item	Cost (\$/W)
Labor	Module Mounting	0.080
	Electrical Labor	0.100
	Build Racking	0.007
	Trenching	0.030
	Monitoring Labor	0.005
	Safety/bmps	0.009
	New Carport	0.210
	Roof Loading	0.055
		0.496
Materials	Inverter + Monitoring	0.487
	Modules	0.480
	Wire	0.011
	BOS	0.015
	Carport Lighting	0.005
	PV Racking	0.200
		1.198
Other	Commissioning	0.005
	Equipment Rental	0.010
	Subcontractor OHP	0.186
		0.201
Total Direct	t Costs	1.895
OHP (@ 15	0.334	
Total EPC	2.229	
Total EPC	orice w/ tax	2.429
<u>Total Proje</u>	ect Cost (\$/w)	<u>\$2.43</u>

Proof of Experience Serving the LMI Community and LMI Residents

Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities

Since 2007 Sunrun has worked extremely closely with Grid Alternatives. (GRID) is a national 501(c)(3) nonprofit organization based in Oakland, California. GRID Alternatives installs solar power systems and provides job training for under-served communities and operates in the United States, Mexico, Nicaragua, and Nepal.

Below please find proof and evidence that Sunrun has supported and financed 17.89 MW of solar installed by GRID Alternatives.

All Time Grid Alternatives Volume Report

Report Generation Status: Complete

Report Options:									- Time Frame				
Summarize information	on by:		Summa	rizo infor	mation by:			Show	Date Field		Range		
Sales Partner Name	on by.	~	None-		mation by.		~	All proposals V	SR Signoff	~	Custom		~
Sales Faraler Name		•		-			•	Air proposais •			From	То	
											2/1/2007	2/28/2021	
Run Report V St	now Details Customize	Save	Save As	Delete	Printable Vie	w Export Detai	le Sube	scribe					
Kull Report	tow Details Customize	Jave	Jave As	Delete	Finable vie	w Export Detai	Juna	scribe					
<u>.</u>													
Filtered By: Edi			22 2	10									
Proposal Sou	rce not equal to Backlog, ck not equal to Asset Pur	Asset Pu	rchase C	lear									
	rtner Name contains Grid			ar									
AND Suies Pu	inther Marine contains Ond	Alternat		<u>.</u>									
				1.200.000									
				System	Size DC								
Sales Partne	r Name: GRID Alternative	s (4,466 r	ecords)										
				17,8	92.9510								
State: CA	(4,398 records)												
				17.6	44.2360								
State: DC	(55 records)			11,0	11.2000								
State. DC	(55 lecolus)			12									
				2	03.5850								
State: MD	(13 records)												
				5	45.1300								
Grand Tot	als (4,466 records)												
Grand Iou	ais (4,400 iecolus)												
				17,8	92.9510								
					-								
Check rows to filter,	then drill down by:Non	Ie				-	✓ Dril	I Down					

Confidential Information - Do Not Distribute

Letter of Support from Workforce Development Partner

SOLARONE Green Energy, Arts 29-76 Northern Blvd 1st Floor, Long Island City, NY 11101 & Education Center T: 212- 505-6050 F: 212-253-2467 www.solar1.org

February 4, 2021

Solari.org

Board of Directors Sara Queen Chair Ellen Witzling Roff Treasurer Jane Crotty Secretarv Kara M. Allen Katherine Boden William Browning Christopher J. Carolan Majora Carter Virginia Davies Donna DeCostanzo Adriana Espinoza Brian Fielding Julie Gallantv Patricia M. Grayson Stephan Roundtree Thor Thors

To whom it may concern,

Solar One is proud to endorse Sunrun's applications for program year two of the New Jersey Community Solar Energy Pilot Program. Sunrun's commitment to bringing both the financial benefits of solar and the long-lasting, life-changing benefits of workforce development is crucial to the success of Govern Phil Murphy's Master Energy Plan. Not only does Sunrun propose to build 8.9 MW of community solar, but Sunrun is supporting the crucial mission of bringing clean energy jobs to New Jersey residents through their installations.

If awarded, Solar One will be Sunrun's workforce development training partner. Please find a brief description of our program below;

- 1. Solar One will provide a three-week job training program for residents of each site at which Sunrun proposes to install solar.
- 2. Graduates will receive: Solar One Certificates of Completion in Green Construction and Solar PV Installation, OSHA 30 certification, and a guaranteed paid apprenticeship to install Sunrun's selected community solar projects.
- 3. Graduates will also receive guaranteed interviews for full time positions with either Sunrun or one of their affiliated partners in New Jersey.

Solar One is please to partner with Sunrun on this effort and we look forward to supporting the professional growth of New Jersians across the state.

Regards,

Max Levitzke

Max Levitzke Director, Solar One levitzke@solar1.org

Project Name	Address	City	State	Zip	County
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	7304	Hudson
Baxter Park	2 Wellington Way	Newark	NJ	7103	Essex
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	7108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	8104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	8104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	8110	Camden
Carrino Plaza	416-26 Broadway	Newark	NJ	7104	Essex
Catherine Todd	547 Montgomery St.	Jersey City	NJ	7302	Hudson
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	7011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	8103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	8873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	8618	Mercer
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	8030	Camden
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	7304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	7304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	8816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	7108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	7093	Hudson
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	7012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	7012	Passaic
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	7060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	7304	Hudson
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	7103	Essex
Living Springs Manor	501 Parkview Drive	Riverside	NJ	8075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	8075	Burlington
Mi Casa Village	1892 River Avenue	Camden	NJ	8105	Camden
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	7302	Hudson
Monastery	1901 West St.	Union City	NJ	7087	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	7645	Bergen
Morgan Village	2241 Van Buren St.	Camden	NJ	8104	Camden
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	7305	Hudson
Ocean Towers	400 Ocean Avenue	Jersey City	NJ	7305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	7303	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	8618	Mercer
Salem Towers	98 High Street	City of Orange	NJ	7050	Essex
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	7524	Passaic
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	7524	Monmouth
Senior Horizon at Clifton	0	Clifton	NJ	7013	Passaic
	714 Clifton Ave.				
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	7002	Hudson
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	7002	Hudson
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	8401	Atlantic
Vineland Gardens	775 S. 6th Street	Vineland	NJ	8360	Cumberland
Walnut Manor	794 E. Walnut Road	Vineland	NJ	8360	Cumberland
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	8505	Burlington
Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	7304	Hudson

Affidavit Regarding Affordable Housing Property as LMI Subscriber

With respect to Question 6 of Section IX (*Community Solar Subscriptions and Subscribers*) of each Community Solar Energy Pilot Application form (each, an "Application") submitted regarding the community solar projects listed in Schedule 1 hereto (the "LMI Community Solar Host Properties") for consideration by the New Jersey Board of Public Utilities, by signing affidavit, I, Don Miller, Executive Vice President of Michaels Management-Affordable LLC ("Host") affirm and swear that Host expects specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription for each LMI Community Solar Host Property will be passed through to its tenants and residents as described in each LMI Community Solar Host Property's Application Form.

Host	DocuSigned by:
11030	Don Miller
Signature:	

Name: Don Miller

Date: February 4th, 2021

Signed and sworn to me before this 4th day of February, 2021

DocuSigned by:

Signature

Theresa Rogers

Name

Schedule 1

List of Properties

Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington
Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberland
Wolnut Monor	794 E. Walnut Road	Vineland	NJ	08360	Cumberland
Walnut Manor Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex

Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	08030	Camden
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

Evidence of Partnership with an Affordable Housing Provider

SUNCUN

LETTER OF AGREEMENT AND OPTION TO CONTRACT FOR USE AS A COMMUNITY SOLAR SITE

February 4th, 2021

Don L. Miller, Executive Vice President The Michaels Organization 2 Cooper Street Camden, NJ 08102

Dear Mr. Miller:

This letter sets forth the understanding and terms of agreement and constitutes a Memorandum of Understanding and Option to Contract for Use as a Community Solar Site between Sunrun Inc. ("Sunrun") and The Michaels Organization ("Host") with respect to installing solar photovoltaic (PV) systems on multifamily low-income housing properties in New Jersey ("MOU").

1. Background

Host is a leading provider of multifamily affordable housing, with a record of investments in energy efficiency and solar PV in order to improve its real estate assets and benefit its low income residents. Sunrun is the largest residential solar company in the United States and a leading provider of solar electric generating systems for multifamily affordable housing properties. Host has an extensive portfolio of affordable housing properties that are excellent candidates for the New Jersey Community Solar Pilot Program. The parties wish to partner to bring their respective strengths together to develop solar PV projects that will benefit Host, Sunrun and the low income residents of as many of Host's properties as feasible.

2. Key Business Terms

- A. Option to Contract for Use as a Community Solar Site. Host hereby provides Sunrun with an exclusive option to contract for installation of Solar PV systems for use as community solar site(s) (the "<u>Option to Contract</u>") on the affordable housing properties identified on the Host-approved target list, attached hereto as <u>Exhibit 1</u>, ("<u>Target List</u>") for the duration of the Exclusivity Option Period.
- B. Goals. The overall goal is to identify and develop Solar PV systems for Host's affordable housing properties. Based on preliminary review, Sunrun believes it may be reasonable to develop projects that provide the following benefits:
 - Create electricity cost savings and subsequent NOI increase in the budgets of Host properties

- Establish Host as a leading provider of renewable energy that benefits low-income renters and stabilizes affordable housing assets at scale and in a manner that attracts mainstream investment.
- B. **Overall Tasks**. The purpose of this MOU will be achieved through the following overall tasks:
 - Sunrun will develop fully engineered proposals for solar PV systems for properties on the Target List.
 - Host and Sunrun will negotiate in good faith and contract for solar PV systems to benefit Host, Sunrun and low-income residents on as many of Host's properties as feasible, based on the Target List.
 - Once contracted, Sunrun and Host will cooperate to diligently complete installation and interconnection of the solar PV.
- C. **Preliminary Assessment Process**. Upon execution of this MOU, the parties will proceed with a preliminary assessment of solar PV opportunities as follows:
 - Sunrun will provide a preliminary analysis of the potential business opportunity at each site on the Target List based on estimated site solar capacity or maximum electric load at Host's properties. Sunrun will confirm that the roofs of each site are structurally able to support a solar installation and present that confirmation to the Host.
 - The parties will use that information to agree on the size of the total potential solar PV system development opportunity across all target properties, as measured in MW-DC.
 - Host will supply information needed for Sunrun to produce the more detailed proposals, including: unit mix tables with affordability restrictions, energy bills or authorization to access such information in electronic format from the local utility provider, as-built drawings (if available), regulatory agreements and other documents as may be required to process a utility rebate, and other Host input for Sunrun's design consideration. Host also acknowledges that their roofs are structurally able to support a rooftop solar installation.
 - Sunrun will develop the detailed site-specific analyses and generate proposals for as many properties as possible that meet the goals of this agreement including roof structure. The parties will cooperate in the ongoing development of the analyses.

D. Host Rights and Responsibilities.

- Host reserves the right to reject any project presented by Sunrun that does not reasonably correspond to the metrics as outlined in this MOU.
- Host represents that, with respect to the matters addressed in this MOU, it exercises a controlling interest in the properties on the Target List through its affiliations with the respective owner entities of the Target List properties, and will cause the

affiliated owner entities to execute the required legal documents to achieve the goals and terms of this MOU.

E. Sunrun Responsibilities.

- Sunrun will identify, develop, finance, install and operate Solar PV systems on Host properties for use as community solar sites. The Solar PV systems will serve tenant units and/or property common areas. The work will be performed by Sunrun, its affiliates and partners.
- Sunrun will utilize a mix of incentives, debt financing, and tax equity financing to pay for the solar PV. The intent of the financing strategy is to provide solar PV systems that benefits both common areas and residents of affordable housing properties at an overall price that provides savings to property operating (common area) budgets and residents with no upfront cost to Host for either tenant or common systems.
- Sunrun will complete turnkey installation of the solar system, including design, engineering, permitting, construction, interconnection and rebate processing, as well as the long-term operations, maintenance, warranty and performance guarantee.
- Sunrun agrees to present proposals that meet these target parameters:
- 1. Achieve significant reduction in common area electric energy savings for the common area meter(s) with resultant increases in property-level net operating income (NOI.)
- 2. Maximize the Solar PV system size to generate the maximum benefit for low-income residents of Host multifamily affordable housing properties.
- Host shall have the right to confirm the project design and economics prior to entering into a final contract for each Sunrun-proposed Solar PV system.

3. Exclusivity and Matching Offers

Sunrun shall have the exclusive Option to Contract on the Target List for a period of six months from the date of this MOU (the "<u>Exclusivity Option Period</u>"). In addition, during the Exclusivity Option Period, Sunrun shall have the right to submit Solar PV applications with the NJ Board of Public Utilities on certain of Host's affordable housing portfolio.

In addition, for a period of two (2) years following the Exclusivity Option Period, Host shall provide Sunrun with a "last look" opportunity to match any subsequent solar PV system proposals from other solar PV system providers on projects previously presented by Sunrun and rejected by Host during the term of this agreement. Sunrun will have 45 days to review a proposal and provide an alternate proposal.

In exchange for Sunrun's exclusive Option to Contract and last look opportunity and upon agreement of the size of the total potential solar PV system development opportunity as

measured in MW-DC, Sunrun will pay Host \$100 per MW ("<u>**Option Payment**</u>"). The Option Payment will be made within 30 days of agreement on the size of the total business opportunity.

Host will have no obligation to repay any portion of the Option Payment, regardless of the total size of Solar PV systems ultimately installed by Sunrun, if any.

4. Term and Termination

This MOU is effective upon the signature date below and shall continue for a minimum of six months or until all projects identified by Host have been analyzed by Sunrun and Host has either accepted or rejected the proposed projects, whichever is longer, provided, however, that the matching offer provision of Section 4 shall continue for an additional two years beyond the expiration of the Exclusivity Option Period.

This MOU may be terminated by either party for Good Cause or by mutual written agreement. Good Cause shall mean that in the judgement of the terminating party the other party failed to act in a timely manner or provide information reasonably necessary to qualify for the New Jersey Community Solar Pilot Program or to develop and finance the solar PV at a given project. Additionally, Good Cause shall include that in the judgement of Host, Sunrun is not performing in a timely manner. This MOU may be modified only in writing and with the mutual consent of authorized officials from Host and Sunrun.

5. Confidentiality and Non-Disclosure

The information provided and developed in conjunction with this Agreement, including without limitation the presentation, approach, deal structure, proposed project economics and the terms of the Agreement itself, excepting any information that was publicly available or in the recipient's possession prior to disclosure, shall be considered proprietary and confidential. The parties agree to use such confidential information solely to evaluate the proposed Solar PV systems contemplated by this Agreement, to take reasonable measures to maintain the secrecy of any such material, and not to disclose it to any third parties except as required by law.

6. Notice and Contact Information

Notice under this Agreement shall be delivered as follows:

<u>HOST</u>

The Michaels Organization 2 Cooper Street Camden, NJ 08102 Attention: Don Miller, Executive Vice President DMiller@TMO.com

<u>SUNRUN</u>

Sunrun Inc. 225 Bush Street, Suite 1400 San Francisco, CA 94104 Attention: Nicholas Smallwood nsmallwood@sunrun.com CC: legalnotices@sunrun.com

7. Choice of Law and Venue

This Agreement shall be interpreted with respect to the laws of the state of California. Any dispute arising out of this agreement that cannot be resolved informally between the parties is subject to binding arbitration where each party shall bear its own expenses and each party shall agree to comply with any ruling made through arbitration.

[SIGNATURE PAGE FOLLOWS]

AGREED: The undersigned agree to this Memorandum of Understanding as of the date signed below:

HOST

The Michaels Organization

—DocuSigned by:

Don Miller Don Miller Executive Vice President 2/4/2021

Date

SUNRUN

—DocuSigned by: Daniel Saviteer

Daniel Saviteer Manager, Multifamily

2/4/2021

Date

EXHIBIT 1

LIST OF TARGET PROPERTIES

Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington

Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberla nd
Walnut Manor	794 E. Walnut Road	Vineland	NJ	08360	Cumberla nd
Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	08030	Camden
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

Affidavit Regarding Systems Exceeding PSE&G Capacity

Sunrun acknowledges that eight (8) of our applications (schedule below) exceed the capacity listed in PSEG's capacity hosting map. We believe that upon further review and upon PSE&G's finding that the respectful circuit isn't closed, there should be no issues concerning interconnection.

We are also willing to downsize applications to meet the available capacity limit.

Thank you,

Project Developer Signature:

Name: Daniel Saviteer Position: Manager, Multifamily Date: February 5th, 2021

Signed and sworn to me before this 5th day of February, 2021

Signature

NICOLAS A BOSILICO

Name

NICOLAS ANTHONY BASILICA NOTARY PUBLIC State of Connecticut My Commission Expires December 31, 2025

Schedule 1

List of Properties

Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Comer	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington
Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberlan
	794 E. Walnut Road	Vineland	NJ	08360	Cumberlan

Walnut Manor					
Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	08030	Camden
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson