

Exhibit A

Record and return to:

ATTN: _____

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of, 20 __, by and between _____, a _____ limited liability company, with its principal office at _____ (hereinafter called "**PROPERTY OWNER**"), and _____, a New Jersey limited liability company, with its principal office at _____ (hereinafter called "**SYSTEM OWNER**") and _____, a _____ corporation, with a principal office at _____ (hereinafter called "**MORTGAGEE**").

WITNESSETH:

WHEREAS, SYSTEM OWNER has by that certain Power Purchase Agreement dated _____, 20 entered into with PROPERTY OWNER, together with all future amendments, modifications and extensions (hereinafter called the "**Solar Agreement**") obtained the right to the use of part of certain real estate and improvements thereon located at _____, _____, as more particularly described in Exhibit A attached hereto (the "**Demised Premises**"); **[note that this transaction may involve a separate roof top lease from the property owner to the system owner and a separate Power Purchase Agreement between the system owner and the affiliate party that will purchase the electricity generated by the solar system – in which event both shall be a party to this agreement and this agreement shall be modified accordingly – or there may just be a Power Purchase Agreement that provides for the right to use the roof and addresses the purchase of the electricity – this has not yet been determined]** and

WHEREAS, MORTGAGEE has made a certain loan (the "**Loan**") to PROPERTY OWNER that is secured by a mortgage (the "**Mortgage**") on the Demised Premises; and

WHEREAS, SYSTEM OWNER and MORTGAGEE have agreed to the following with respect to their mutual rights and obligations pursuant to the Solar Agreement and the Mortgage;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each party to the other and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

(1) SYSTEM OWNER agrees that all of SYSTEM OWNER's interest in the Solar Agreement and all rights of SYSTEM OWNER thereunder shall be and are hereby declared subject and subordinate to the Mortgage upon the Demised Premises and its terms, and the term "Mortgage" as used herein shall also include any amendments, supplements, modifications, renewals, refinances or replacements thereof.

(2) If MORTGAGEE or an affiliate of MORTGAGEE acquires the Premises by foreclosure of the Mortgage or by any conveyance in lieu of foreclosure, provided that SYSTEM OWNER shall not then be in default under the Solar Agreement and so long as the grid-connected solar panel system ("**Solar Grid System**") at the Demised Premises is functioning and producing energy substantially in a manner consistent with the design of the Solar Grid System, then the rights of SYSTEM OWNER(or SYSTEM OWNER's lender for the Solar Grid System as long as such lender agrees in writing to be bound, or has previously agreed in writing to be bound, by the terms of this Agreement) under the Solar Agreement shall not be disturbed and the Solar Agreement will continue in full force and effect as a direct agreement between SYSTEM OWNER and MORTGAGEE or its affiliates, as the case may be. In addition, MORTGAGEE agrees that if it or an affiliate of MORTGAGEE acquires the Demised Premises at foreclosure or by deed in lieu of foreclosure and subsequently sells the Demised Premises, such sale shall also be subject to the Solar Agreement. In addition, if a third party purchases the Premises at a foreclosure sale, such purchase shall also be subject to the Solar Agreement.

(3) After the receipt by SYSTEM OWNER of notice from MORTGAGEE of any foreclosure of the Mortgage or any conveyance of the Demised Premises in lieu of foreclosure, SYSTEM OWNER will thereafter attorn to and recognize MORTGAGEE or any purchaser at any foreclosure sale or otherwise as its substitute contracting party on the terms and conditions set forth in the Solar Agreement, and thereafter the Solar Agreement shall be deemed a direct agreement between the parties.

(4) So long as the Loan is outstanding, PROPERTY OWNER shall not, without first obtaining Lender's written consent, alter, modify, amend, terminate (including by way of forcible detainer action due to nonpayment of rent), cancel, renew, subordinate, extend, give any consent or permission, agree to any change, waive any obligation required to be performed or exercise any right or option required or permitted by the terms of the Solar Agreement. Any such action taken without Lender's prior written consent shall be considered null and void and shall constitute an Event of Default under the Loan Documents.

(5) In no event shall MORTGAGEE be liable for: (a) any act or omission of PROPERTY OWNER; and (b) any liability or obligation of PROPERTY OWNER under the Solar Agreement which has occurred or accrues prior to the time MORTGAGEE or an affiliate of MORTGAGEE acquires the Premises by foreclosure of the Mortgage or by any conveyance in lieu of foreclosure and/or which remains uncured at the time MORTGAGEE or an affiliate of MORTGAGEE acquires the Premises by foreclosure of the Mortgage or by any conveyance in lieu of foreclosure.

(6) So long as the Loan is outstanding, SYSTEM OWNER will give MORTGAGEE a copy of any notice of default which SYSTEM OWNER has delivered to PROPERTY OWNER, and thereafter the same right to cure any defaults or take any action as the PROPERTY OWNER may be entitled under the Solar Agreement, without the obligation to cure such defaults or take such action, and such time in addition to that which PROPERTY OWNER is entitled as may be reasonably necessary to cure such defaults or take such action, provided MORTGAGEE has indicated its intention to cure or take action and pursues the same with diligence.

(7) There shall be no merger of the Solar Agreement or the estate created thereby with any other estate in the Demised Premises, including without limitation the fee estate, by reason of the same person or entity acquiring or holding, directly or indirectly, the Solar Agreement and said estate and any such other estate.

(8) All information, notices or requests provided for or permitted to be given or made pursuant to this Agreement shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to the addresses set forth below, or to such other addresses as may from time to time be specified in writing by SYSTEM OWNER, PROPERTY OWNER or MORTGAGEE to the other parties hereto:

If to MORTGAGEE:

Attention: _____

If to PROPERTY OWNER:

If to SYSTEM OWNER:

(9) This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding instrument enforceable against the parties in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally.

(10) This Agreement and its terms shall be governed by the laws of the state where the Demised Premises are located and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, any purchaser at any foreclosure sale or otherwise. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties.

(11) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

MORTGAGEE:

By: _____
Name:
Title:

PROPERTY OWNER

By: _____
Name:
Title:

SYSTEM OWNER

By: _____
Name:
Title:

Add Acknowledgements and Legal Description