

Member Mushewsky introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CHANGE ORDER NO. 23 TO THE
CONTRACT WITH CGT CONSTRUCTION, INC. FOR THE
CONSTRUCTION OF THE UNION COUNTY CHILD
ADVOCACY CENTER LOCATED AT WEST JERSEY STREET IN
ELIZABETH, NEW JERSEY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Authority and the County of Union have previously entered into a shared services agreement by and between the Authority and the County for the provision of services in connection with the Union County Child Advocacy Center Project ("Project"), pursuant to which the Authority and the County determined that the Authority shall be responsible for the implementation of construction of the Project; and

WHEREAS, in accordance with the Agreement, in December 2010, the Authority sought bids pursuant to New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* for the construction of the Project and on January 19, 2011, awarded the contract in the amount of \$2,190,000 (the "Contract") for the Project to CGT Construction, Inc. (the "Contractor"); and

WHEREAS, due to the need to excavate around the foundation to provide water proofing; provide additional sump-pump for the basement; and modify grading for pipeline to the curb (see attached); and

WHEREAS, the Contractor has proposed Change Order No. 23 to the Project, increasing the overall cost of the Contract by \$125,222.00, which will reflect the Contractor's increased third-party costs.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Order No.23 to the Project in the form attached hereto and made a part hereof be approved, and the Contract between the Authority and the Contractor be modified to reflect the increased cost of \$125,222.00 for the Project, bringing the total Project cost to \$2,598,829.00; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member				✓
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CHANGE ORDER NO. 23 TO THE CONTRACT WITH CGT CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT LOCATED AT WEST JERSEY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 1, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: August 1, 2012

[SEAL]

1459314



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 23.1	OWNER: <input type="checkbox"/>
Union County Child Advocacy Center 242 W. Jersey St. Elizabeth, NJ 07202	DATE: July 27, 2012	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 09251-001	CONTRACTOR: <input type="checkbox"/>
CGT Construction, Inc. 10 Franklin Avenue Edison, NJ 08837	CONTRACT DATE: February 01, 2011	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This Change Order is a result of Bulletin 8A dated 6/25/12 & other field directives and includes the following:

1. Supplemental rain leader and drainage modifications including piping; additional fill for northeast corner of property; grading piping for leaders to direct water to pavement per Bulletin 8A.
2. Add (2) new sump pits, (3) pumps and related electrical work and materials & piping in the basement per Bulletin 8A.
3. Install foundation wall waterproofing below grade on portions of the west & east walls & perimeter piping in stone bed; connect to sump pits per Bulletin 8A.
4. Grading changes to raise the grade & curb changes to assist with drainage in the northeast portion of the site. Cost includes all labor, material, survey stacking of curbs and related work per Bulletin 8A.
5. Cost of additional excavation & backfill for the installation of the water service deeper than the required depth due to concealed existing utility lines located in the Right of Way in the path of the water service. This installation also required supplemental water service elbow connections to divert the pipe under the obstruction and into the building.. (Field Directive)
6. Miscellaneous Electrical revisions (per Architect's Field Directive): Replace CT cabinet connectors per PSE&G required revision.; reduce the quantity of plantings as directed by the Architect to offset the supplemental grading & paving noted in item 4 above; Add (1) Quad Receptacle in ceiling & (4) receptacles above the counter for wall mounted monitors in the Monitor Rm 116 for camera power supply; relocate, remove device & cap (3) receptacles in Basement wall in rooms B04 & B05.
7. The landscaping plan LP-1 will be modified after confirmation of unit costs by the Contractor.

All items are quoted in COR #36Rev 1 dated 7/11/12 (attached) with a detailed cost breakdown for each task & trade; COR #37 dated 7/26/12; and, electrical estimate for items 6 & 7 above. Cost: \$1,623.00.

The original Contract Sum was	\$ 2,190,000.00
The net change by previously authorized Change Orders	\$ 283,607.00
The Contract Sum prior to this Change Order was	\$ 2,473,607.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 125,222.00
The new Contract Sum including this Change Order will be	\$ 2,598,829.00

The Contract Time will be increased by thirty* (30*) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 19, 2012*.

* The date of Substantial Completion is calculated thirty days from this Change Order date..

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GRA Architects, Inc.
ARCHITECT (Firm name)

312 Springfield Ave.
Berkeley Heights, NJ 07023

ADDRESS

BY (Signature)

James J. Rauventol, AIA
(Typed name)

July 27, 2012
DATE

CGT Construction, Inc.
CONTRACTOR (Firm name)

10 Franklin Avenue
Edison, NJ 08837

ADDRESS

BY (Signature)

Thomas O. Connell
(Typed name)

7.31.2012
DATE

Union County Improvement Authority
OWNER (Firm name)

Union County Administration Building
10 Elizabethtown Plaza, 6th Floor
Elizabeth, NJ 07207

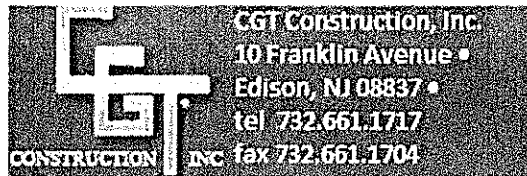
ADDRESS

BY (Signature)

Charlotte DeFillipo
(Typed name)

8/1/12
DATE

JOHN SALERNO,
SECRETARY



Owner Change Order Request

COR #: 36 rev 1

Document ID: 116COR 36

Interior & Exterior Alterations of UCCAC
 Project ID #: 0192
 Interior & Exterior Alterations of UCCAC

Issued Date: 7/11/2012
 Re-Submit Date:
 Req. Response Date:

TO:
 Union County Improvement Authority
 10 Cherry Street
 Elizabeth, NJ 07202

FROM:
 CGT Construction Inc.
 10 Franklin Avenue
 Edison, NJ 08837

Contact: Charlotte DeFilippo

Contact: Gregg Cooke

RE: Bulletin 8a

Generated by:
Change Result of: Design Coordination

Schedule Impact: 28 days (Cal. Days)
Status: OPN

Cost Code	Detail Code	Trade	Amount	Description	#. <u>PAGES ATT.</u>
00600		Bonding /	\$2,326.74	bond cost @ 2%	
00750		General Conditions /	② \$24,528.00	4 weeks of extended general conditions	1
00750		General Conditions /	\$750.00	additional cleaning	
00800		Insurance /	\$1,719.27	Insurance cost @ 1 1/2%	
01251		General Contractor Fee /	\$7,541.90	gc fee of 10% on subcontractors work	
01251		General Contractor Fee /	\$4,129.20	gc fee of 15% on our work	
02050		Earthwork /	\$711.65	gc fee, bond, and insurance cost for sprinkler water service changes	
02050		Earthwork /	③ \$5,271.51	costs for additional fittings, encasement, thrust blocks, sand and work to the fire water service per contractor proposal	2
02900		Landscape /	\$4,500.00	estimated cost for river rock swales, fabrics, changes to landscape, etc-	
06100		Rough Carpentry /	\$2,250.00	cost for repairs and patching of this work, estimated at 3 man days, \$300/ materials	
06101		Rough Carpentry - Materials /	④ \$9,500.00	cost for grade changes and curb changes, per SK per Mc Cann proposal	2
07110		Damproofing /	⑤ \$47,003.00	8.2- a ,b & c Interstate Waterproofing proposal	5
07110		Damproofing /	⑥ \$6,050.00	cost for rain leader and drain modifications, per Dovcon proposal	1
15400		Plumbing /	\$4,500.00	8.2 Plumbing- no proposal for the work received, we have included an allowance of \$1500.00 per pump for materials, labor, and coring.	
16050		Electrical Procedures /	⑦ \$2,418.00	8.2-b Electrical work, based on attached proposal from Litespeed Electric	1
16050		Electrical Procedures /	\$400.00	additional electric box per owner request	
00000		Profit /	\$0.00		
Total (\$123,599.27) rounded to			\$123,599.00		

Notes:

Revised per Architects request to include additional work for remedial work at the fiore connection

①
 Per latest revisions of Bulletin 8a received 6/28, we provide the attached pricing. Please note that Interstate Waterproofing was solicited by the project architect, and scopes of work and exclusions were reviewed directly between GRA and the proposed subcontractor for the work. We have been asked to base our COR on Interstates costs for the work and on GRA's assurances that their scope and terms are complete and in conformance.

Owner Change Order Request

Document ID: 116COR 36

COR #: 36 rev 1

Interior & Exterior Alterations of UCCAC

Project ID #: 0192

Interior & Exterior Alterations of UCCAC

Issued Date: 7/11/2012

Re-Submit Date:

Req. Response Date:

Please note that this COR only addresses those items specifically called out in Bulletin 8a, and does not include other related work from Bulletin 8 such as the removal and modification of walls in the basement, etc.

Per discussion with Interstate, we have included a verbal estimate of \$20,000.00 in costs for hand excavation based on performing work from project property. If written permission to occupy adjacent property is received this cost can be adjusted.

We also recommend the owners consideration of an allowance for the possibility of required underpinning, dewatering or other work not included in our proposal.

We have attached backup as available with descriptions of included work, as well as the descriptions on this document. This work will require a duration of approximately 3 weeks, and will delay completion of other tasks, including curbing, paving, striping landscaping, final inspections, etc to a point of time approx 4 weeks beyond the proposed completion date of the project. As such, we have included a cost of \$6132.00 per week for 4 weeks. This compensatory extension of time will be adjusted to reflect actual costs and extensions based on revision to project schedule due to this additional work.

- * The approval of this document is important to the progress of the job. Your approval is required as soon as possible.
- * Accumulation of changes affecting the scope of work with no request for additional time may result in a COR for a time extension.
- * **We will not proceed with changes until response is received.**

Owner Change Order Request
COR #: 36 rev 1

Document ID: 116COR 36

Interior & Exterior Alterations of UCCAC
Project ID #: 0192
Interior & Exterior Alterations of UCCAC

Issued Date: 7/11/2012
Re-Submit Date:
Req. Response Date:

Upon signature of the Owner, this form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount.

CGT CONSTRUCTION INC.
CONTRACTOR

10 Franklin Avenue
ADDRESS

Edison, NJ 08837

UNION COUNTY IMPROVEMENT AUTHORITY
OWNER / PARTNER

10 Cherry Street
ADDRESS

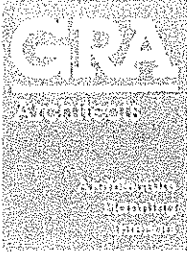
Elizabeth, NJ 07202

Gregg Cooke

Charlotte DeFilippo

DATE

DATE



①

BULLETIN NO: 8A Revised

Date: 06/25/2012

TO: CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

PROJECT: Union County Child Advocacy Center
242 W. Jersey Street
Elizabeth, NJ

GRA PROJECT NO: 09.251.001

INTENT: The purpose of this Bulletin is to modify certain requirements of the Contract Documents. Unless specifically noted or specified, Work shall conform to the applicable provisions of the Contract Documents. Please submit an itemized quotation for changes (if any) in the Contract Sum and/or Time incidental to the proposed modification described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED
WITH THE WORK DESCRIBED HEREIN.

DESCRIPTION:

8.1 Revision to Site Drainage for Leaders and Downspout Discharge:

- a. The Contractor shall install a series of drainage measures to allow the storm water run-off to flow away from the foundation and on to the existing or proposed paved parking areas. These methods are described on Drawing sheet 1 of 1 titled: Roof Leader Drainage Plan, dated 5/25/12 prepared by French & Parello Associates. Additionally, revise the southwest corner swale layout to one width of swale and add length of 4" solid pvc pipe to depressed curb.
- b. The methods will include: installation of solid PVC piping laid on grade and covered with soil or mulch and installation of river stone on filter fabric in some areas.
- c. Landscaping will be adjusted accordingly to accommodate the stone swale areas.
- d. The new curbs will be depressed at each outflow location on all sides.

8.2 Install Exterior Foundation Drainage & Waterproofing Systems in the Basement:

- a. The Contractor shall install a foundation drainage system as noted on Architect's sketch SK-36 rev 3 dated 6/21/12.
- b. Scope shall include: excavation of a portion of earth adjacent to portions of the east & west walls (see sketch SK 36); clean foundation wall & install water-proofing removal of a portion of the concrete slab in designated areas to receive new sump pits where noted; the installation of perforated pvc piping and crushed stone bed on the exterior of the building; installation of (3) new sump pumps in existing or new sump pits; the installation of discharge piping installed directly into leaders on the exterior walls; supplemental electrical work to power the pumps; miscellaneous patching and repair of surfaces damaged by the work.



①

BULLETIN #8A
UNION COUNTY CHILD ADVOCACY CENTER
June 25, 2012
Page 2

- c. Install Polymeric sheet waterproofing along the entire foundation wall adjacent to the new footing drains as shown on SK-36 noted above. See specification for additional information.

8.3 Downspout Location Plan:

- a. The Contractor shall install roof leaders in locations as noted on Architect's Sketch SK-37. Coordinate the outlet information with the Civil engineering drawing noted in item 8.1 above.

ATTACHMENTS:

No.	Title	Date
Spec	Section 071120-Polymeric Sheet Waterproofing	06/25/12
SK-36	Trench Drain & Foundation Waterproofing Plan & Detail	06-21-12
SK-37	Drainage Area Roof Plan & Downspout Locations	06-14-12
1 of 1	Roof Leader Drainage Plan (by: French & Parrello)	05-25-12

By: GRA Architects, Inc.
James J. Ramentol, AIA
Principal

Distribution: T. O'Connell - CGT Construction
 G. Cooke, K. MacDonald, G. Bowman – Newport
 R. Isgard – Surety Partners
 J. Binney – UCIA
 J. Esmerado – UCCAC
 S. Gabriel, D. Keenan - French & Parello
 GRA- file

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EXTENDED SITE OFFICE	PER MONTH	ITEM % INVOLVED	WORK DAYS	
PROJECT GENERAL CONDITIONS	\$8,400.00	100%	30	\$8,400.00
PROJECT COORDINATION MEETINGS ONCE A WEEK	\$462.00	50%	30	\$231.00
SUPERINTENDENT	\$18,480.00	100%	30	\$18,480.00
ASSISTANCE SUPERINTENDENT	\$6,444.00	0%	30	\$0.00
INDIRECT PROJECT MANAGER TIME	\$7,756.32	0%	30	\$0.00
PROJECT MANAGER & SUPERINTENDENT'S CAR EXPENSE & TOLLS	\$950.00	0%	30	\$0.00
MATERIAL HANDLING 1 HOUR PER DIEM	\$745.00	0%	30	\$0.00
CLEANUP 1 HOUR PER DIEM	\$745.00	100%	30	\$745.00
TRAVEL EXPENSE DIRECT for SUPERINTENDENT	\$3,225.00	100%	30	\$3,225.00
SAFETY MEETING 1/2 HOUR 1 EACH WEEK 1 MEN @ \$35.88	\$154.28	0%	30	\$0.00
DUMPSTER	\$85.00	0%	30	\$85.00
SITE OFFICE SUPPLIES	\$60.00	100%	30	\$60.00
TELEPHONE & FAX	\$450.00	100%	30	\$450.00
PROJECT TRAILER	\$130.00	100%	30	\$130.00
STORAGE TRAILER	\$85.00	0%	30	\$0.00
SITE FENCE	\$291.00	100%	30	\$291.00
PORTABLE TOILETS	\$120.00	100%	30	\$120.00
			TOTAL	\$32,217.00

COMPANY TOOL COSTS	Cost Per Month	# of Units	# of Days	
24 EXTENSION LADDER	\$17.00	0	30	\$0.00
MILWAUKEE CIRC SAW	\$4.00	0	30	\$0.00
MILWAUKEE SCREW SHOOTER	\$7.50	1	30	\$7.50
COMPRESSION TOOLS	\$46.94	1	30	\$46.94
SMALL TOOLS AT 1% CONTRACT VALUE	\$3,301.00	1	30	\$3,301.00
MILWAUKEE HAMMER DRILL	\$48.50	1	30	\$48.50
FIRST AID KIT	\$83.72	1	30	\$83.72
FIRE EXT. 20 LB.	\$87.25	1	30	\$87.25
HILTI TE-72	\$45.00	1	30	\$45.00
HILTI TE-22	\$29.00	0	30	\$0.00
HILTI DX36M	\$43.00	0	30	\$0.00
SAWZALL	\$70.00	2	30	\$140.00
MILWAUKEE 3/8 DRILL	\$48.50	1	30	\$48.50
12' STEP LADDER	\$32.00	0	30	\$0.00
10' STEP LADDER	\$30.00	1	30	\$30.00
8' STEP LADDER	\$20.00	1	30	\$20.00
PORTABLE FLOOD LIGHTS	\$47.91	0	30	\$0.00
HOLES SAW SET 3/4 - 4.5	\$35.00	0	30	\$0.00
6" CHAIN WRENCH	\$10.00	0	30	\$0.00
GANG BOX	\$47.50	1	30	\$47.50
MILWAUKEE CORDLESS DRILL	\$40.00	1	30	\$40.00
2-WAY JOB RADIO'S	\$120.00	1	30	\$120.00
SAFETY BELT	\$22.58	1	30	\$22.58
GENERATOR	\$18.00	1	30	\$18.00
100' EXT. CORD	\$8.00	2	30	\$16.00
TRUCKING, 1 HOUR PER WEEK @ \$50 PER HOUR	\$7.17	0	30	\$0.00
STORAGE TRAILER	\$95.00	1	15	\$47.50
TOTAL				\$4,169.99

DOES NOT INCLUDE PROFIT.



ACOUSTICS & CONSTRUCTION INC.

265 BROAD STREET
BLOOMFIELD, NEW JERSEY 07003
OFFICE PHONE: 973-743-1486
FAX: 973-743-7290

July 18, 2012

Thomas O'Connell
CGT Construction, Inc.
10 Franklin Avenue
Edison, New Jersey 08837
732 661 1717 fax 732 661 1704

Re: UCCA Elizabeth, New Jersey Additional Fire Line Work 30" Valve

Tom,

The following is a breakdown for additional costs for the fire service which was not part of the spec and our quote, the curb box valve is set at 30" which is NOT code and we will NOT be responsible for any frost damage, if the code calls for 54", than it would be reasonable to think that would be the depth of the connection.

Materials	\$600.00
Labor 8 hours x \$54.35	434.80
Labor Foremen 8 hours \$57.98	463.84
Machine and Operator	\$1400.00
Sub Total	\$2898.64
10% Overhead	289.86
Sub Total	\$3188.50
5% Profit	159.42
Sub Total	\$3347.92
1.5% Insurance	50.21
Grand Total	\$3398.14

Please feel free to contact me office and or my cell phone with any questions you might have about this breakdown.

Sincerely,

Douglas G. Malcolm, Jr.
McCann Acoustics and Construction, Inc.



ACOUSTICS & CONSTRUCTION INC.

265 BROAD STREET
BLOOMFIELD, NEW JERSEY 07003
OFFICE PHONE: 973-743-1486
FAX: 973-743-7290

July 18, 2012

Thomas O'Connell
CGT Construction, Inc.
10 Franklin Avenue
Edison, New Jersey 08837
732 661 1717 fax 732 661 1704

Re: UCCA Elizabeth, New Jersey Additional Fire Line Work

Tom,

The following is a breakdown for additional costs for the fire service which was not part of the spec and our quote.

Materials sand not in specs or quote 16 yards	\$768.00
Cart 16 yards off site	\$480.00
Machine and Operator to load off site materials	\$350.00
 Sub Total	 \$1598.00
10% Overhead	159.80
Sub Total	\$1757.80
5% Profit	87.98
Sub Total	\$1845.69
1.5% Insurance	27.68
 Grand Total	 \$1873.37

Please feel free to contact me office and or my cell phone with any questions you might have about this breakdown.


Sincerely,

Douglas G. Malcolm, Jr.
McCann Acoustics and Construction, Inc.

Kevin MacDonald

From: Douglas Malcolm <dmalcolm@mccannacousticsandconstruction.com>
Sent: Tuesday, July 10, 2012 5:41 PM
To: Gregg Cooke; George Bowman; 'Slava Grigorian'; Kevin MacDonald
Subject: UCCAC

Gentlemen,


Additional work to raise the grade front and side of building


\$9500.00

Thanks

Douglas G. Malcolm, Jr.

Vice President

McCann Acoustics and Construction, Inc.

265 Broad Street

Bloomfield, New Jersey 07003

973 743 1486 fax 973 743 7290

dmalcolm@mccannacousticsandconstruction.com

www.mccannacousticsandconstruction.com

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ACOUSTICS & CONSTRUCTION INC.

265 BROAD STREET
BLOOMFIELD, NEW JERSEY 07003
OFFICE PHONE: 973-743-1486
FAX: 973-743-7290

July 13, 2012

Thomas O'Connell
CGT Construction, Inc.
10 Franklin Avenue
Edison, New Jersey 08837
732 661 1717 fax 732 661 1704

Re: UCCA Elizabeth, New Jersey

Tom,

The following is a quote to raise the grades on the front left side of the lot, facing it from the street.

Materials	\$4200.00
Labor 16 hours x \$54.35	869.60
Labor Foremen 16 hours \$57.98	927.68
Machine and Operator	\$2100.00
 Sub Total	 \$8097.28
10% Overhead	809.72
Sub Total	\$8907.00
5% Profit	445.35
Sub Total	\$9352.35
1.5% Insurance	140.28
 Grand Total	 \$9492.64

Please feel free to contact me office and or my cell phone with any questions you might have about this breakdown.

Sincerely,

Douglas G. Malcolm, Jr.

McCann Acoustics and Construction, Inc.

5



1.9

REVISION
Proposal

Drainage work and waterproofing
at UCCAC Elizabeth, NJ

To: GRA Architects

Date: 07/10/12-REV-07-11-12

Re: Waterproofing & Drainage work

In response to your request for proposal, Interstate Waterproofing is pleased to submit a proposal for the above referenced service. The following price is based on my subsequent site visit.

Upon examination of the site as well as meeting with staff to review the scope for the above mentioned projects, we are aware of various conditions which may impact the performance of the work.

Interstate waterproofing agrees to:

1. Perform all labor at prevailing wages for Union County.
2. Furnish all materials, equipment, and incidentals (unless excluded) needed to complete the scope of work in a competent and professional manner.
3. This proposal for C1 portion is based on accesses through adjacent property with addition limited black-top repair.

Scope of Work:

- Note C1: Work to include Excavation export and import of soil as needed for Back fill mechanical room area only with $\frac{3}{4}$ crushed. Driveway entry side to back filled with existing soil and remove excess not to exceed to 15 yards.
- Waterproofing to be installed as per detail on sk-36. Plaster to be $\frac{1}{2}$ " of cement prior to waterproofing membrane. Waterproofing membrane to be Aqua Seal ECO-FLEX spray applied. (see attached spec)
After, we will install a 1" drain and protection board in one made from recycled rubber.
- Based on field conditions, it maybe necessary to install a damp proof layer consisting of Karnak and 30 weight paper prior to cement plaster.
- We will wash foundation before plastering.

Cost:

Part of Addendum-add to base price

(Black-top repair at 3' by 65' at 4" deep repair max)

\$14,326.00

\$ 2,800.00

30478

14326

2800

3900

1175

2000

4700

1950

\$ 47003

(Base- bid)Additional work pricing:

- Note C-3 both areas Work to be performed as per note on SK-36
Cost: \$3,900.00
 - Note C-6 Work to be performed as per note on SK-36 with lid
Cost: \$1,175.00
 - Note C-7 Work to be performed as per note on SK-36
Cost: \$2,000.00
- (Alternate for Hydraulic shoring: \$4,700.00)
(Alternate for 5" Coring wall: per hole \$650.00)

5

Addendum: 071112-01

This addendum includes the changing of prices to work outside the mechanical room by hand it also include all work involved within the scope of C-1 as described in SKA-36

Hand dig and back-fill said portion of work within addendum-071112-01 at mechanical room, and perform the remaining work on site as detailed within C-1.

Cost: 30,478.00

Optional:

This cost is a bargaining chip if needed to add to the original pricing submitted 071012:

Will repave adjacent property entryway from entry side of drive-way from entry to past work area estimated at 13' by 100' with 4" top and 2" stone where needed. We will peel top coat off and dispose of all work to be done during normal business hours.

Cost: 8,700.00

Sales tax will be applied to total unless exempt form is presented.

Interstate waterproofing appreciates the opportunity to submit a price for this project. If you have any questions regarding this proposal, please contact me at your earliest convenience.

Notes: This project will require a 25% deposit. **Retainage shall not be held on any payments**, in addition full payment shall be made 15 days after completion once final invoice is submitted to GC.

Waterproofing membrane carries a 30 year manufacturer's guarantee against leaking. IWP will offer a 1 year limited workmanship warranty.

Exclusions:

Permits and fees

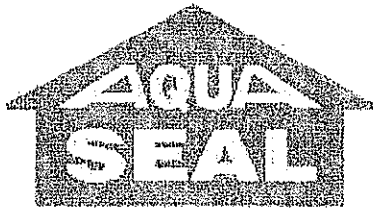
Engineering

Soil testing and/or environmental issues

Rock splitting or De-water either/or encounter during excavation

Shoring wood or hydraulic (see alternate pricing)

Electrical and plumbing work



ECO-FLEX

ALL SEASON FORMULA

The FIRST Water-Based, Rubberized
Waterproofing Coating Not Affected By Freezing

DESCRIPTION

Eco-Flex ASF is a water-based, cold applied, rubberized, highly flexible, liquid waterproofing membrane that can be used for below grade waterproofing and also above grade as an air and water vapour barrier. Aquaseal has developed the first water-based, asphalt-emulsion coating that is not affected by freezing. This exceptional product is solvent free, non-flammable, and forms a highly flexible monolithic waterproof membrane. It has excellent adhesion properties, not only on concrete (both new and existing), but also ICF (Insulated Concrete Forms) and polystyrene sheets, and cures to form a water and vapor proof coating. Eco-Flex ASF is not only #1 in innovation, quality and performance, but is also offered at a very competitive price.

FEATURES

- ✓ Ready to use - no priming required
- ✓ Spray applied with airless sprayer - product may be heated to improve sprayability (120F max.)
- ✓ Apply in temperatures down to 20F
- ✓ Can also be applied with roller or brush
- ✓ Product is not destroyed by freezing -- if freezing occurs -- thaw, stir well and apply. Short periods of freezing will not affect the quality or performance of the product.
- ✓ Highly flexible - +950%
- ✓ 30 Year Warranty on product
- ✓ Adheres to virtually all building substrates
- ✓ Can be used on metal, plywood, SIP and OSB
- ✓ UV-resistant (up to 12 months exposure)
- ✓ Non toxic and VOC compliant in All States
- ✓ Solvent and odor free; and non-flammable
- ✓ Friendly to the environment and the applicator
- ✓ Can be used as an above grade water and air vapour barrier
- ✓ Cleans up with soap and water
- ✓ Very good coverage -- 225sf per 6 gal pail (2 coat application)
- ✓ Long shelf life (2+ years)
- ✓ Use on above and below grade applications, horizontal or vertical surfaces
- ✓ Can be used as an adhesive for Polystyrene Protection boards

COVERAGE

Below Grade: As a waterproof foundation coating, approximate application rate is 225sf per 5 gallon pail, allowing for 2 coats of 30mil each which will yield a dry film thickness of 40mil.

Above Grade: As an air and water vapour barrier protection on the building envelope, one coat is required (15mils wet curing to 10mils dry) and will yield a coverage rate of 180sf per gallon or 900sf from a 5 gallon pail.

SURFACE PREPARATION

Coverage area should be clean, sound and dry, and free of any loose material or debris. Eco-Flex ASF has superior adhesion and bonds firmly to ICF or substrate, even when applied onto green concrete. However, Eco-Flex ASF should not be applied if rain or snow is forecast within 24 hours after application.

APPLICATION

Stir well prior to using. Eco-Flex ASF is best applied by with a commercial airless sprayer (contact Aquaseal for sprayer specifications), or using a brush or roller. In cold weather the product can be heated slightly (120F max) to improve the spray pattern. If using an unheated sprayer, keeping the product warm and insulating the hoses is recommended to improve workability.

CURING & DRYING

Ideal drying temperature is +35F but the product can be applied in temperatures as low as 20F. Under warm weather conditions Eco-Flex ASF should be tack free within approx. 1 hour and fully dry within 12 hours. During cold weather, the product will take longer to dry so allow 24 hours before backfilling. A heated sprayer will reduce winter drying time. It is recommended that protective wrap or drainage/insulation boards be used in areas with poor draining soil, possible flooding or seismic activity, or where local building codes require it.

CLEAN UP

Uncured material can be cleaned off using soap and water. Once cured use mineral spirits.

PACKAGING

Eco-Flex ASF comes in 5 gallon pails (18.9 L.) or 55 gallon (200 L.) drums. Totes are available - please call for pricing.

STORAGE & HANDLING

Eco-Flex ASF can tolerate short periods of freezing (3-4 days) without damaging the product BUT it is important that the product is stored at temperatures above freezing.

CAUTION

Eco-Flex ASF is non toxic, but it is recommended that the applicator wear protective work clothing and eye wear. Avoid prolonged contact with exposed skin and keep away from mouth and eyes. If swallowed, do not induce vomiting and seek medical help immediately. **KEEP OUT OF REACH OF CHILDREN**

LIMITATIONS

Eco-Flex ASF is not designed to perform as an exposed wearing course membrane. Newly applied Eco-Flex ASF should be protected against rain and snow during the first 24 hours. Keep containers tightly sealed and stored at temperatures between 35F to 120F. Product can tolerate short periods of freezing without affecting product quality but **DO NOT FREEZE PRODUCT FOR LONGER THAN 3-4 DAYS.** If kept as stated, the shelf life of Eco-Flex ASF is 24+ months. Stir well prior to use.

WARRANTY

Eco-Flex ASF comes with a 30 Year Warranty on the product - see Warranty for details. It is the responsibility of the customer to determine the suitability of the product for the intended purpose. Factors such as weather, surface preparation and applicator's skill are beyond the control of the company. Therefore, the manufacturer's liability is limited to the replacement of the defective material only.

Terms:

Payment due upon completion unless otherwise specified.
Approved jobs of \$10,000 or more require a 40% deposit unless otherwise specified & approved by Interstate Waterproofing.

Fees and penalties:

Interstate waterproofing LLC reserves the right to add a service charge of 1 3/4% per month (21 % per Year) if payment is not received in thirty days from the date of any invoice. If the account is placed in collections the purchaser agrees to pay any additional related fees, including but not limited to legal fees. No waiver of such rights shall be implied by failure of the seller to exercise its opinion.

Interstate waterproofing appreciates the opportunity to submit a quotation for this project. If you have any questions regarding this proposal, please contract me at your earliest convenience.

Respectfully Submitted,

A Division of, Interstate Power Washing, LLC

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Acceptance of Above Named Proposal

The conditions, specification and costs as stated within this proposal are satisfactory, and are hereby accepted. Interstate waterproofing LLC is authorized to proceed with preparation and performance of the work as stated within.

Authorized Signature

Interstate Waterproofing

Joshua A. Mooney
Director of Operations

Agreed and Accepted

Name In Print

Signature and Title

Dovcon Inc

ROOF MANAGEMENT SERVICES

INSPECTION • REPAIR • CONSTRUCTION • DESIGN • CONSULTING

PH: (201) 935-8679 ♦ FX: (201) 935-7832 ♦ WEB: www.dovcon.com ♦ EMAIL: email@dovcon.com

Job Type:	Miscellaneous Work	Proposal	7/3/2012
Submitted To:	CGT Construction Inc. 10 Franklin Ave. Attn: Kevin Mac Donald George Bowman	Job:	Union County Child Advocacy Ctr. 242 West Jersey Street Elizabeth, NJ
Phone:	856-662-9500	Cell:	609-504-7750 - George

Proposal

Install solid PVC piping

(Excavation required in some areas)

West Side Underground Piping

Two different locations on the west side area

Cost: \$2,450.00

East Side Underground Piping

Two different locations on the east side area

Cost: \$3,600.00

- Any work needed beyond the scope of work in this proposal will be considered an extra and a separate proposal will be submitted.
- All costs in this proposal are valid for 30 days only and are subject to change after that period.

Permits and applicable sales tax not included in this proposal. Dovcon Inc. is not responsible for any building interior odors, noise, debris or damage associated with any of the roof repair procedures.

We hereby propose to furnish labor - complete in accordance with above specifications
PRICES AS STATED ABOVE

Payment to be made as follows: Due at job completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance. A charge of 1 1/2% per month; 18% annually, will be charged on all monies past due. In the event that Dovcon inc. refers the collection of a past due account to an attorney, the purchaser shall be responsible for the payment of reasonable attorney's fees and any other legal costs.

Mailing Address: PO Box 366 Carlstadt, NJ 07072 • Office Address: 520 Rte 17 South Carlstadt, NJ

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Dovcon INC

ROOF MANAGEMENT SERVICES

INSPECTION • REPAIR • CONSTRUCTION • DESIGN • CONSULTING

PH: (201) 935-6679 ♦ FX: (201) 935-7832 ♦ WEB: www.dovcon.com ♦ EMAIL: email@dovcon.com

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Of Proposal - The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Signature -----

Date -----

Print Name -----

Title -----

Change Order Request - Estimate Summary

Job: Union County Child Advocacy Ce Contract With: CGT Construction Job No.: 12J242
 G.C.: CGT Construction Contract No.: No.: J242-02Q
 Reference Change: Bulletin 8A drawings

BASIC MATERIALS:

Total Material Price per Estimate	\$305
Misc. Materials at 10% material cost	\$30
Quoted Items / Material, Excavation, Rigging Etc	\$0

SUBTOTAL MATERIAL:

Escalation Long Term Material at: 3% of	\$335
New Jersey Sales Tax at: 0%	\$0
	\$0

TOTAL MATERIAL COST: **\$335**

ESTIMATED HOURS:

	Journeyman Time	Journeyman Time&1/2	Foreman Time	Foreman Time&1/2	Gen.Foreman Time
Hours per Estimate	8	0	8	0	0
Job Factor of 0% Total Estimate Hours	0	0	0	0	0
Total Productive Hours Required	8	0	8	0	0

Local Union : 102
 Agreement Ends: 5/31/2012

	Journeyman Rate	Journeyman Time&1/2	Foreman Rate	Foreman Time&1/2	Gen.Foreman Rate
Electrician	87.22	130.83	100.31	150.47	102.09

1,500

TOTAL LABOR COST: **\$1,500**

OTHER JOB RELATED COSTS:

Inspection Fees at:	\$1.50 / outlet x ...	0	\$0
Disposable Tools at:	2.00% per manhour		\$30
Superintendent:	5.00% of labor		\$75
Special Tool Costs:			\$0
Asbuilts Drawings:	\$65.00 per hour x	1	\$65
Research and Investigation at:	\$65.00 per hour x	0	\$0
Estimate Preparation:	\$65.00 per hour x	1	\$65
General Conditions / Clean Up at:	1.50% total labor dollars		\$23
Finance Cost of Retainer at:	1.00% Cost / Mo.		\$0

TOTAL JOB RELATED COSTS: **\$258**

CLARIFICATIONS / EXCEPTIONS:

No permit fees
No painting or patching
No storage
No dumpsters, recycling or recycling fees
No excavation or backfill

Subtotal	\$2,093
Overhead: 10.00%	\$209
Subtotal	\$2,302
Profit: 5.00%	\$115
	\$0
Bond Premium at: 0.00%	\$0
TOTAL	\$2,418

RESOLUTION NO. 70-2012

Member Mushawry introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING THE RETENTION OF AN APPRAISER TO APPRAISE THE
UNION COUNTY GOLF COURSES**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders, as public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, pursuant to the Act, the Authority is authorized to operate public facilities for various purposes, including, but not limited to, recreational purposes; and

WHEREAS, the Authority wishes to retain an appraiser experienced in preparing appraisals of facilities such as golf courses, in order to determine current values of the Union County Golf Courses; and

WHEREAS, the services of an appraiser are professional services, and are therefore exempt from public bidding pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, Laurence A. Hirsh, CRE, MAI, SGA, FRICS, President of the Golf Property Analysts, is an experienced and knowledgeable appraiser of golf courses and has performed golf course appraisals throughout the country; and

WHEREAS, Mr. Hirsh has agreed to perform the necessary appraisal services for a sum not to exceed \$25,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority, that the Authority retain the services of Laurence A. Hirsh to prepare an appraisal of the Union County Golf Courses for a sum not to exceed \$25,000; and

BE IT FURTHER RESOLVED that a contract with Golf Property Analysts will not be executed until the Authority has received and approved all informational documents required to be provided by professional services providers under Local Public Contracts Law.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member				✓
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE RETENTION OF AN APPRAISER TO APPRAISE THE UNION COUNTY GOLF COURSES** is a true copy of a resolution adopted by the governing body of the Authority on August 1, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: August 1, 2012

RESOLUTION NO. 71-2012

Member Nishewicz introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING EXECUTION OF AMENDMENT CERTAIN PROGRAM
DOCUMENTS OF THE UNION COUNTY RENEWABLE ENERGY
PROGRAM (PHASE I) AS AMONG THE AUTHORITY, THE COUNTY OF
UNION, TIOGA SOLAR UNION COUNTY 1, LLC. AND THE VARIOUS
LOCAL UNITS**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, pursuant to that certain resolution number 75-2010 entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF UNION GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE UNION COUNTY IMPROVEMENT AUTHORITY" adopted by the governing body of the Authority on December 22, 2010, as amended and supplemented from time to time in accordance with its terms, including by a supplementary resolution adopted by the governing body of the Authority at a meeting duly called and held February 10, 2011, and by a Certificate of an Authorized Officer of the Authority dated May 4, 2011, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the "*Bond Resolution*"), the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the "*Act*") and other applicable law and official action, the Authority issued its "County of Union Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable)" dated May 18, 2011, in the aggregate principal amount of \$15,190,000 (the "*Series 2011 Bonds*") to finance the Series 2011 Projects (as all such terms, and any capitalized terms herein not otherwise defined in Section 1 below, for all purposes of this Consent No. 1, shall have the meanings ascribed to such terms in the Bond Resolution) for the Series 2011 Local Units as set forth in the various Program Documents; and

WHEREAS, the Parties desire to amend the Program Documents, to effect the changes thereto set forth herein, including without limitation to (i) provide for the addition of certain Series 2011 Local Units and Series 2011 Local Unit Facilities following the execution and delivery of the Program Documents, and (ii) to finalize the size, location, and scope of the Series 2011 Projects (as defined herein) that were financed with a portion of the proceeds of the Series 2011 Bonds and (iii) to drop certain Series 2011 Local Units and (iv) to confirm the various Local Unit Facility Completion Dates, as revised.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority, as follows:

1) The appropriate authorized officers of the Authority are hereby authorized to execute the attached First Amendments to the Program Documents, in their current or substantially the same form and content.

2) Counsel to the Authority is authorized to distribute the attached agreements to the Parties and/or Local Units for approval.

3) This resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member				✓
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ("AUTHORITY") AUTHORIZING EXECUTION OF AMENDMENT AND CONSENT NO. 1 TO THE UNION COUNTY RENEWABLE ENERGY PROGRAM (PHASE I) AS AMONG THE AUTHORITY, THE COUNTY OF UNION, TIAGA SOLAR UNION COUNTY 1, LLC, WELLS FARGO BANK, N.A. AND THE VARIOUS LOCAL UNITS (THE "PARTIES")** is a true copy of a resolution adopted by the governing body of the Authority on August 1, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: August 1, 2012

(SEAL)

**REAFFIRMATION
OF
GUARANTY AGREEMENT**

THIS REAFFIRMATION OF GUARANTY AGREEMENT (this "Reaffirmation"), is made as of August __, 2012 by Tioga Energy, Inc., a Delaware corporation whose address is 2755 Campus Drive, Suite 145, San Mateo, CA 94403 (the "Guarantor") in favor of the Union County Improvement Authority, including its successors and assigns (the "Authority"), in the County of Union, New Jersey.

WITNESSETH

WHEREAS, Tioga Solar Union County 1, LLC (the "Company") and the Authority entered into a Lease Purchase Agreement, dated as of May 1, 2011 (the "Lease Purchase Agreement"), and the Authority, the Company and certain Local Units (defined below), entered into certain Power Purchase Agreements, dated as of May 1, 2011 (each, a "Power Purchase Agreement") and certain Site License Agreements, dated as of May 1, 2011 (each, a "Site License Agreement"), and the Company executed a Company Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), dated as of May 1, 2011, and the Authority, the Company and the Trustee entered into a Company Pledge, Assignment and Security Agreement (the "Company Assignment Agreement"), dated as of May 1, 2011 (the Lease Purchase Agreement, the Power Purchase Agreement, the Site License Agreement, the Company Assignment Agreement and the Continuing Disclosure Agreement, are each a "Contract", and collectively, the "Contracts"); and

WHEREAS, in connection with the Contracts, the Guarantor executed and delivered, in favor of the Authority, a certain Guaranty Agreement, dated as of May 1, 2011 (the "Guaranty Agreement"), pursuant to which the Guarantor guaranteed the payment of certain amounts required to be paid by, and the performance of certain covenants and agreements by, the Company under the Contracts, as set forth more fully therein; and

WHEREAS, the Company, the Authority and certain Local Units have agreed to amend and modify certain terms and conditions in: (i) the Lease Purchase Agreement by a First Amendment to Lease Purchase Agreement, dated the date hereof; (ii) the Power Purchase Agreement by a First Amendment to Power Purchase Agreement, dated the date hereof; and (iii) certain Site License Agreements by certain First Amendments to Site License Agreement, dated as of the date hereof; (collectively, the "First Amendments"), provided, *inter alia*, the Guarantor executes and delivers this Reaffirmation; and

WHEREAS, the Guarantor owns and controls the Company and the Guarantor has determined that its execution, delivery and performance of this Reaffirmation directly benefits, and is within the best interests of, the Guarantor;

NOW THEREFORE, in consideration of these premises, and for good and valuable consideration, receipt and sufficiency of which being hereby acknowledged, the Guarantor hereby agrees, represents and covenants as follows:

1. The Guarantor is fully aware of and consents to the terms and conditions of each First Amendment. This Reaffirmation is made in furtherance of the interests of Guarantor, and the Guarantor's execution and delivery of this Reaffirmation will result in a material benefit to the Guarantor.

2. The Guarantor hereby reaffirms all of such Guarantor's liabilities, obligations, duties and responsibilities under and pursuant to the Guaranty Agreement and said Guaranty Agreement shall continue in full force and effect and shall continue to guaranty the full, prompt and unconditional payment and performance of all obligations of the Company to the Authority, as set forth more fully therein. The Guaranty Agreement is a primary obligation of the Guarantor and shall be a continuing guaranty. Any property or personalty pledged as security for the Guaranty Agreement shall continue to secure the obligations of the Guarantor.

3. The Guarantor hereby reaffirms the representations and warranties in the Guaranty Agreement and represents and warrants that, as of the date of this Reaffirmation, it does not have any demands and/or claims of any nature whatsoever, whether in law or in equity, whether known or unknown, which arise out of or are in any way connected with the Guaranty Agreement, this Reaffirmation or the Contracts.

4. The Guarantor irrevocably; (i) agrees that any suit, action or other legal proceeding arising out of this Reaffirmation shall be brought in the courts of the State of New Jersey; (ii) consents to the jurisdiction of such court in any such suit, action or proceeding; and (iii) waives any objection which it may have to the laying of the jurisdiction of any such suit, action or proceeding in any of such courts.

[Signature page follows.]

IN WITNESS WHEREOF, the Guarantor has caused this Reaffirmation to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

TIOGA ENERGY, INC.,
As GUARANTOR

By _____
Name: Paul Detering
Title: CEO

SEAL (IMPRESSED ON EXECUTION COPIES)

Accepted and Agreed to by:
UNION COUNTY IMPROVEMENT AUTHORITY,
UNION COUNTY, NEW JERSEY

By: _____
Name: Charlotte DeFilippo
Title: Executive Director

**FIRST AMENDMENT
TO
POWER PURCHASE AGREEMENT**

THIS **FIRST AMENDMENT TO POWER PURCHASE AGREEMENT** (the "Agreement"), dated as of August __, 2012, by and among Tioga Solar Union County 1, LLC, with offices at 123 Mission Street, 9th Floor, San Francisco, CA 94105 ("Company"), the Union County Improvement Authority, with offices at 10 Cherry Street, Elizabeth, New Jersey 07202 ("Authority"), and each of the local government units in the County of Union, New Jersey ("County") that has agreed to be a party as evidenced by its execution of Schedule A hereto (including the County, collectively referred to as "Local Units" and individually as a "Local Unit").

WITNESSETH

WHEREAS, the Authority and the Company entered into a Power Purchase Agreement (Union County Renewable Energy Program, Series 2011), dated as of May 1, 2011 (the "**Power Purchase Agreement**") (defined terms used, but not defined, herein shall have the meanings assigned to such terms in the Power Purchase Agreement); and

WHEREAS, the Parties desire to amend the Program Documents to effect changes thereto, including without limitation, to: (i) provide for the addition of certain Local Units and Local Unit Facilities; (ii) finalize the size, location, and scope of the Projects; (iii) drop certain Local Units; and (iv) to confirm the various Local Unit Facility Completion Dates, as revised; and

WHEREAS, the Authority and the Company desire to amend the Power Purchase Agreement in the manner set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The Parties expressly acknowledge and agree: (i) to the amendments to the Company Lease Agreement and Site License Agreements, dated the date hereof and in connection herewith; (ii) to the deletion of the Township of Hillside, the Township of Springfield and the County of Union as parties to the Power Purchase Agreement; (iii) to the addition of Union County Vocational Technical Schools and Berkeley Heights Board of Education as parties to the Power Purchase Agreement; and (iv) to the changes to and substitutions of Local Unit Facilities as set forth on the amended schedule and exhibits attached hereto.

2. **Schedule A, LOCAL UNITS**, to the Power Purchase Agreement is amended by striking it in its entirety, and by replacing it with **Schedule A** attached hereto.

3. **Exhibit A, LOCAL UNIT FACILITIES; SYSTEM; DELIVERY POINTS**, to the Power Purchase Agreement is amended by striking it in its entirety, and by replacing it with

Exhibit A attached hereto.

4. **Exhibit C, EXPECTED OUTPUT AND MINIMUM GUARANTEED OUTPUT**, to the Power Purchase Agreement is amended by striking it in its entirety, and by replacing it with **Exhibit C** attached hereto.

5. All other terms and conditions in the Power Purchase Agreement shall remain as stated therein.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Power Purchase Agreement to be executed and delivered by their duly authorized officers or agents, all as of the day and year first above written.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: _____

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

Name: Charlotte DeFilippo

Title: Executive Director

SCHEDULE A

LOCAL UNITS

<u>Local Unit</u>	<u>Address</u>
TOWNSHIP OF CRANFORD By: <u>/s/ Daniel J. Aschenbach</u> Name: Daniel J. Aschenbach Title: Mayor	Township of Cranford 8 Springfield Avenue Cranford, New Jersey 07016-0543
HILLSIDE BOARD OF EDUCATION By: <u>/s/ Kenneth R. Weinheimer</u> Name: Kenneth R. Weinheimer Title: Business Administrator/Board Secretary	Hillside Board of Education 195 Virginia Street Hillside, New Jersey 07205
CITY OF LINDEN By: <u>/s/ Richard J. Gerbounka</u> Name: Richard J. Gerbounka Title: Mayor	City of Linden 301 N. Wood Avenue Linden, New Jersey 07036
WINFIELD TOWNSHIP BOARD OF EDUCATION By: <u>/s/ Alice Krihak</u> Name: Alice Krihak Title: Superintendent	Winfield Township Board of Education 7 ½ Gulfstream Avenue Winfield, New Jersey 07036
CITY OF PLAINFIELD By: <u>/s/ Sharon Robinson-Briggs</u> Name: Sharon Robinson-Briggs Title: Mayor	City of Plainfield 515 Watchung Avenue Plainfield, New Jersey 07061

<u>Local Unit</u>	<u>Address</u>
CITY OF RAHWAY By: <u>/s/ Rick Proctor</u> Name: Rick Proctor Title: Mayor	City of Rahway 1 City Hall Plaza Rahway, New Jersey 07065
BOROUGH OF ROSELLE By: <u>/s/ Garrett Smith</u> Name: Garrett Smith Title: Mayor	Borough of Roselle 210 Chestnut Street Roselle, New Jersey 07203
UNION COUNTY By: <u>/s/ George W. Devanney</u> Name: George W. Devanney Title: County Manager	Union County Union County Administration Building 10 Elizabethtown Plaza Elizabeth, New Jersey 07207
UNION COUNTY COLLEGE By: <u>/s/ Bernard Lenihan</u> Name: Bernard Lenihan Title: Vice President	Union County College Cranford Campus 1033 Springfield Avenue Cranford, New Jersey 07016
MORRIS-UNION JOINTURE COMMISSION By: <u>/s/ Susan Yaniro</u> Name: Susan Yaniro Title: School Business Administrator/Board Secretary	Morris-Union Jointure Commission 340 Central Avenue New Providence, New Jersey 07974

<u>Local Unit</u>	<u>Address</u>
<p>GARWOOD BOARD OF EDUCATION</p> <p>By: <u>/s/ John Bolil</u> Name: John Bolil Title: Business Administrator</p>	<p>Garwood Board of Education 400 Second Avenue Garwood, New Jersey 07027</p>
<p>NEW PROVIDENCE BOARD OF EDUCATION</p> <p>By: <u>/s/ James E. Testa</u> <u>/s/ David Miceli</u> Name: James E. Testa Superintendent of Title: Board Secretary Schools</p>	<p>New Providence Board of Education New Providence School District 356 Elkwood Avenue New Providence, New Jersey 07974</p>
<p>ROSELLE PARK BOARD OF EDUCATION</p> <p>By: <u>/s/ Patrick Spagnoletti</u> Name: Patrick Spagnoletti Title: Superintendent of Schools</p>	<p>Roselle Park Board of Education 510 Chestnut Street Roselle Park, New Jersey 07204</p>
<p>ROSELLE BOARD OF EDUCATION</p> <p>By: <u>/s/ Luigi Campana</u> Name: Luigi Campana Title: School Business Administrator/Board Secretary</p>	<p>Roselle Board of Education 710 Locust Street Roselle, New Jersey 07203</p>
<p>UNION COUNTY VOCATIONAL TECHNICAL SCHOOLS</p> <p>By: <u>/s/ Peter A. Capodice</u> Name: Peter A. Capodice Title: Board Secretary</p>	<p>Union County Vocational Technical Schools 1776 Raritan Road Scotch Plains, New 07076</p>

<u>Local Unit</u>	<u>Address</u>
<p>BERKELEY HEIGHTS BOARD OF EDUCATION</p> <p>By: <u>/s/ Donna A. Felezzola, SBA</u> Name: Donna Felezzola Title: School Business Administrator/Board Secretary</p>	<p>Berkeley Heights Board of Education 345 Plainfield Avenue Berkeley Heights, New Jersey 07922</p>

EXHIBIT A

LOCAL UNIT FACILITIES; SYSTEM; DELIVERY POINTS

EXHIBIT C

EXPECTED OUTPUT AND MINIMUM GUARANTEED OUTPUT

The Expected Output and Minimum Guaranteed Output of Solar Energy, measured in kWh (ac), at each Local Unit Facility for each year of the Initial Term of the Agreement shall be as set forth below.

[illegible]

**FIRST AMENDMENT
TO
SITE LICENSE AGREEMENT**

THIS **FIRST AMENDMENT TO SITE LICENSE AGREEMENT** (the "Agreement"), dated as of August __, 2012 ("Effective Date"), by and among Tioga Solar Union County 1, LLC, with offices at 123 Mission Street, 9th Floor, San Francisco, CA 94105 ("Company" or "Licensee"), the Union County Improvement Authority, with offices at 10 Cherry Street, Elizabeth, New Jersey 07202 ("Authority"), and the undersigned local government unit in the County of Union, New Jersey, with offices at the address provided below (the "Local Unit"), each a "Party" and collectively referred to as "the Parties".

WITNESSETH

WHEREAS, the Authority and the Company entered into a Site License Agreement (Union County Renewable Energy Program, Series 2011), dated as of May 1, 2011 (the "**Site License Agreement**") (defined terms used, but not defined, herein shall have the meanings assigned to such terms in the Site License Agreement); and

WHEREAS, the Parties desire to amend the Program Documents to effect changes thereto, including without limitation, to: (i) provide for the addition of certain Local Units and Local Unit Facilities; (ii) finalize the size, location, and scope of the Projects; (iii) drop certain Local Units; and (iv) to confirm the various Local Unit Facility Completion Dates, as revised; and

WHEREAS, the Authority and the Company desire to amend the Site License Agreement in the manner set forth herein;

NOW, THEREFORE, in consideration of the recitals and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties expressly acknowledge and agree: (i) to the amendments to the Company Lease Agreement and Power Purchase Agreement, dated the date hereof and in connection herewith; (ii) to the deletion of the Township of Hillside, the Township of Springfield and the County of Union as parties to the Power Purchase Agreement; (iii) to the addition of Union County Vocational Technical Schools and Berkeley Heights Board of Education as parties to the Power Purchase Agreement; and (iv) to the changes to and substitutions of Local Unit Facilities as set forth on the amended schedule and exhibits attached hereto.

2. **Exhibit A, LOCAL UNIT FACILITIES; SITES; LICENSE AREAS**, to the Site License Agreement is amended by striking it in its entirety, and by replacing it with **Exhibit A** attached hereto.

3. All other terms and conditions in the Site License Agreement shall remain as

stated therein.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this First Amendment to Site License Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: _____

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

Name: Charlotte DeFilippo

Title: Executive Director

TOWNSHIP OF CRANFORD

By: /s/ Daniel J. Aschenbach

Name: Daniel J. Aschenbach

Title: Mayor

Township of Cranford

8 Springfield Avenue

Cranford, New Jersey 07016-0543

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

TOWNSHIP OF HILLSIDE

By: /s/ Joseph Menza

Name: Joseph Menza

Title: Mayor

Township of Hillside

1409 Liberty Avenue

Hillside, New Jersey 07205

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

CITY OF LINDEN

By: /s/ Richard J. Gerbounka

Name: Richard J. Gerbounka

Title: Mayor

City of Linden

301 N. Wood Avenue

Linden, New Jersey 07036

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

WINFIELD TOWNSHIP BOARD OF EDUCATION

By: /s/ Alice Krihak

Name: Alice Krihak

Title: Superintendent

Winfield Township Board of Education

7 ½ Gulfstream Avenue

Winfield, New Jersey 07036

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

CITY OF PLAINFIELD

By: /s/ Sharon Robinson-Briggs

Name: Sharon Robinson-Briggs

Title: Mayor

City of Plainfield

515 Watchung Avenue

Plainfield, New Jersey 07061

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

CITY OF RAHWAY

By: /s/ Rick Proctor

Name: Rick Proctor

Title: Mayor

City of Rahway

1 City Hall Plaza

Rahway, New Jersey 07065

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

BOROUGH OF ROSELLE

By: /s/ Garrett Smith

Name: Garrett Smith

Title: Mayor

Borough of Roselle

210 Chestnut Street

Roselle, New Jersey 07203

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

UNION COUNTY COLLEGE

By: /s/ Bernard Lenihan

Name: Bernard Lenihan

Title: Vice President

Union County College

Cranford Campus

1033 Springfield Avenue

Cranford, New Jersey 07016

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

MORRIS-UNION JOINT COMMISSION

By: /s/ Susan Yaniro

Name: Susan Yaniro

Title: School Business Administrator/ Board Secretary

Morris-Union Jointure Commission

340 Central Avenue

New Providence, New Jersey 07974

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

GARWOOD BOARD OF EDUCATION

By: /s/ John Bolil

Name: John Bolil

Title: Business Administrator

Garwood Board of Education

400 Second Avenue

Garwood, New Jersey 07027

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

NEW PROVIDENCE BOARD OF EDUCATION

By: /s/ James E. Testa /s/ David Miceli

Name: James E. Testa Superintendent of Schools

Title: Board Secretary

New Providence Board of Education

New Providence School District

356 Elkwood Avenue

New Providence, New Jersey 07974

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

ROSELLE PARK BOARD OF EDUCATION

By: /s/ Patrick Spagnoletti

Name: Patrick Spagnoletti

Title: Superintendent of Schools
Roselle Park Board of Education
510 Chestnut Street
Roselle Park, New Jersey 07204

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

ROSELLE BOARD OF EDUCATION

By: /s/ Luigi Campana

Name: Luigi Campana

Title: School Business Administrator/Board Secretary

Roselle Board of Education

710 Locust Street

Roselle, New Jersey 07203

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

BERKELEY HEIGHTS BOARD OF EDUCATION

By: /

Name: Donna A. Felezzola

Title: School Business Administrator/Board Secretary

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

TIOGA SOLAR UNION COUNTY 1, LLC

By: Tioga Energy, Inc., its Managing Member

By: /s/ Paul Detering

Name: Paul Detering

Title: CEO

UNION COUNTY IMPROVEMENT AUTHORITY

By: /s/ Charlotte DeFilippo

Name: Charlotte DeFilippo

Title: Executive Director

UNION COUNTY VOCATIONAL TECHNICAL
SCHOOLS

By: /

Name: Peter A. Capodice

Title: Board Secretary

EXHIBIT A

LOCAL UNIT FACILITIES; SITES; LICENSED AREAS

Each Local Unit will enter into a separate Site License Agreement for only its Local Unit Facilities shown below. The Licensed Area for the Local Unit who is a signatory to this Site License Agreement is as described more particularly in attached site overlay.

[illegible]

**FIRST AMENDMENT
TO
LEASE PURCHASE AGREEMENT
(Union County Renewable Energy Program, Series 2011)**

THIS FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT (Union County Renewable Energy Program, Series 2011), dated as of August __, 2012, is made by and between THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority" or "Lessor"), duly created by ordinance of the Board of Chosen Freeholders ("Board of Freeholders") of the County of Union (the "County"), State of New Jersey ("State") as a public body corporate and politic of the State pursuant to and in accordance with the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the "Act") and other applicable law, and TIOGA SOLAR UNION COUNTY 1, LLC, a limited liability company organized and existing under the laws of the State of Delaware, duly authorized to conduct business in the State (the "Company" or "Lessee").

WITNESSETH

WHEREAS, the Authority and the Company entered into a Lease Purchase Agreement (Union County Renewable Energy Program, Series 2011), dated as of May 1, 2011 (the "Company Lease Agreement") (defined terms used, but not defined, herein shall have the meanings assigned to such terms in the Company Lease Agreement); and

WHEREAS, the Parties desire to amend the Program Documents to effect changes thereto, including without limitation, to: (i) provide for the addition of certain Local Units and Local Unit Facilities; (ii) finalize the size, location, and scope of the Projects; (iii) drop certain Local Units; and (iv) to confirm the various Local Unit Facility Completion Dates, as revised; and

WHEREAS, the Authority and the Company desire to amend the Company Lease Agreement in the manner set forth herein;

NOW, THEREFORE, in consideration of the premises and certain other consideration, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. The Parties expressly acknowledge and agree: (i) to the amendments to the Power Purchase Agreement and Site License Agreements, dated the date hereof and in connection herewith; (ii) to the deletion of the Township of Hillside, the Township of Springfield and the County of Union as parties to the Power Purchase Agreement; (iii) to the addition of Union County Vocational Technical Schools and Berkeley Heights Board of Education as parties to the Power Purchase Agreement; and (iv) to the changes to and substitutions of Local Unit Facilities

as set forth on the amended schedule and exhibits attached hereto.

2. **Exhibit A-2** of the Company Lease Agreement is amended by striking it in its entirety, and by replacing it with **Exhibit A-2** attached hereto.

3. **Exhibit A-4** of the Company Lease Agreement is amended by striking it in its entirety, and by replacing it with **Exhibit A-4** attached hereto.

4. All other terms and conditions in the Company Lease Agreement shall remain as stated therein.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this First Amendment to Lease Purchase Agreement to be executed in its name by its respective duly authorized officers, all as of the date first above written.

THE UNION COUNTY IMPROVEMENT
AUTHORITY, as Lessor

[SEAL]

By: _____
Name: Charlotte DeFilippo
Title: Executive Director

ATTEST:

By:

TIOGA SOLAR UNION COUNTY 1, LLC,
as Lessee
By: Tioga Energy, Inc., its Managing Member

By: _____
Name: Paul Detering
Title: CEO

ATTEST:

By:

STATE OF NEW JERSEY)

) ss.:

COUNTY OF UNION)

On this ___th day of August, 2012, before me, a Notary Public in and for said County and State, personally appeared Charlotte DeFilippo, known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of the Authority, that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said Authority.

Notary Public

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this __th day of August, 2011, before me, a Notary Public in and for said County and State, personally appeared Paul Detering known to me (or proved to me on the basis of satisfactory evidence) to be the CEO of Tioga Energy, Inc., the Managing Member of Tioga Solar Union County 1, LLC, that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said Company.

Notary Public

EXHIBIT A-2

Please see the Local Unit Facility Roof Warranty Chart at the end of this Exhibit A-2 for information concerning roof warrantors and duration of existing roof warranties for each Local Unit Facility. The Capital Improvement Projects set forth below related to maintaining and extending existing roof warranties must be compatible with the information contained in the Chart.

Local Unit Facility Roof Warranty Chart

See Attached

Capital Improvement Projects

None

EXHIBIT A-4
(As Amended by First Amendment to Company Lease Agreement)

NOTICE INFORMATION FOR LOCAL UNITS

Daniel J. Aschenbach Mayor Township of Cranford 8 Springfield Avenue Cranford, New Jersey 07016-0543 908-709-7206	Township of Hillside is deleted
Township of Springfield is deleted	County of Union is deleted
Jamel Holley Mayor Borough of Roselle 210 Chestnut Street Roselle, New Jersey _____ 908-245-5600	Bernard Lenihan Vice President Union County College Cranford Campus 1033 Springfield Avenue Cranford, New Jersey 07016 908-709-7605
Richard J. Gerbounka Mayor City of Linden 301 N. Wood Avenue Linden, New Jersey 07036 908-474-8494	Susan Yaniro School Business Administrator/ Board Secretary Morris-Union Jointure Commission 340 Central Avenue New Providence, New Jersey 07974 908-464-7625
Alice Krihak Superintendent Winfield Township Board of Education 7½ Gulfstream Avenue Winfield, New Jersey 07036 908-789-7410	John Bolil Business Administrator Garwood Board of Education 400 Second Avenue Garwood, New Jersey 07027 908-789-0331 x-2123
Sharon Robinson-Briggs Mayor City of Plainfield 515 Watchung Avenue Plainfield, New Jersey 07061 908-753-3310	James E. Testa Board Secretary New Providence Board of Education New Providence School District 356 Elkwood Avenue New Providence, New Jersey 07974 908-464-9050 x-223

Rick Proctor Mayor City of Rahway 1 City Hall Plaza Rahway, New Jersey 07065 732-827-2009	Patrick Spagnoletti Superintendent of Schools Roselle Park Board of Education 510 Chestnut Street Roselle Park, New Jersey 07204 908-245-1226 x-1013
Garrett Smith Mayor Borough of Roselle 210 Chestnut Street Roselle, New Jersey 07203 908-259-3015	Luiggi Campana School Business Administrator/Board Secretary Roselle Board of Education 710 Locust Street Roselle, New Jersey 07203 908-298-2040 x-2036
Peter A. Capodice Board Secretary Union County Vocational Technical Schools 1776 Raritan Road Scotch Plains, New Jersey 07076 908-889-8288	Donna A. Felezzola, SBA Berkeley Heights Board of Education 345 Plainfield Avenue Berkeley Heights, New Jersey 07922 908-464-1718