

PROMISSORY NOTE

\$ _____

_____, 201__
Newark, New Jersey

THIS PROMISSORY NOTE (this “Note”) is executed and delivered under and pursuant to the terms of that certain Solar Loan Agreement dated as of the date hereof (as amended, supplemented, restated or modified from time to time, the “Loan Agreement”) by and between _____, a [State where formed] [type of entity] (“Borrower”), and Public Service Electric and Gas Company, a New Jersey corporation (“Lender”). Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

FOR VALUE RECEIVED, Borrower hereby promises to pay to the order of Lender, at the office of Lender located at 80 Park Plaza, Newark, New Jersey 07102, or at such other place as Lender may from time to time designate to Borrower in writing, the principal sum of _____ AND 00/100 DOLLARS (\$ _____), together with interest thereon as hereinafter described, in monthly installments, consisting of principal and interest in the amounts and on the dates indicated on the Loan Amortization Schedule attached hereto. Notwithstanding anything contained herein to the contrary, all principal and interest hereunder shall be due and payable on the earlier of (i) _____, 20__ or (ii) such date as same may become due and payable as a result of mandatory prepayment and acceleration upon the occurrence of an Event of Default or earlier termination of the Loan Agreement pursuant to the terms thereof. Payments due under the Loan Agreement shall be made in (i) cash and/or (ii) the value of the SRECs created by the Project which are used by Borrower to pay down the outstanding amount of principal and accrued interest in the manner provided in the Loan Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

1. Interest. The principal amount of this Note from time to time outstanding shall bear interest at the annual rate of ELEVEN AND ONE HUNDRED SEVENTY-NINE THOUSANDTHS PERCENT (11.179%) in accordance with the provisions of the Loan Agreement. Upon and after the occurrence of an Event of Default, and during the continuation thereof, Lender, in its sole discretion, may increase the rate of interest accruing on the Loan and payable under the Loan Agreement to a rate equal to the lesser of (i) EIGHTEEN PERCENT (18%) per annum and (ii) the maximum rate of interest which may be collected from Borrower under applicable law, calculated in accordance with the Loan Agreement.

2. Security. This Note is the “Note” referred to in the Loan Agreement and is secured, *inter alia*, by the liens granted pursuant to the Loan Agreement, the Security Agreement and other Documents related to the Collateral, is entitled to the benefits of the Loan Agreement, the Security Agreement and other documents related to the Collateral or the Loan and is subject to all of the agreements, terms and conditions therein contained.

3. Prepayment. This Note is subject to mandatory prepayment, and may be voluntarily prepaid, in whole or in part, in each case on the terms and conditions set forth in the Loan Agreement.

4. Default and Acceleration. If an Event of Default under Section 11.1(e) of the Loan Agreement shall occur, then this Note shall immediately become due and payable, without notice, together with reasonable attorneys' fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof. If any other Event of Default shall occur which is not cured within any applicable grace period, then this Note may, as provided in the Loan Agreement, be declared to be immediately due and payable, without notice, together with reasonable attorneys' fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof.

5. Governing Law. This Note shall be construed and enforced in accordance with the laws of the State of New Jersey.

6. Waivers. Borrower expressly waives any presentment, demand, protest, notice of protest, or notice of any kind except as expressly provided in the Loan Agreement and the Security Agreement.

(signature appears on the following page)

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the day and year first above written.

BORROWER:

[Borrower]

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me on this ____
day of _____, 201__.

Notary Public

LOAN AMORTIZATION SCHEDULE

(see attached)