

Forrestal Village Community Services Association, Inc.

400 Sayre Drive, Princeton, NJ 08540 • (609) 243-9292 • Fax (609) 243-0094

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**License**”) is made as of the _____ day of _____, by and between Forrestal Village Community Services Association (“**Association**”), and _____ (“**Licensee**”).

RECITALS

WHEREAS, the Association is responsible for the administration and maintenance of the Forrestal Village Community, commonly known as “Princeton Landing,” which is located in the Town of Plainsboro, County of Middlesex, State of New Jersey (hereinafter referred to as the “**Property**”), which Property contains, *inter alia*, certain space containing approximately _____ square feet on the roof of the property located at _____ (the “**Licensed Area**”), which is more particularly depicted in Exhibit A annexed hereto;

WHEREAS, the Association has the authority to enter into this License, and the right, power and interest in the Property, and the authority to allow Licensee the use of the Licensed Area as described herein pursuant to the Association’s Policy Resolution No. 55;

WHEREAS, Licensee desires to use the Licensed Area and the Association agrees to allow Licensee to use the Licensed Area subject to the terms and conditions of this License; and

WHEREAS, the Association and Licensee desire to enter into this License for the purpose of documenting their agreements relative to Licensee’s use of the Licensed Area as aforesaid.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All terms in this License shall have the same definitions as they do in Policy Resolution No. 55.

2. Grant of License. Subject to the provisions of this License and the Association’s Policy Resolution No. 55, the Association hereby grants to Licensee a revocable license to enter the Property and occupy the Licensed Area. Licensee takes the Licensed Area in its “AS-IS” condition; provided, that the Association shall deliver the Licensed Area to Licensee clean and free of debris.

3. Use. The Licensed Area may be used by Licensee only for the installation and use of Solar Panels. Licensee may not use the Licensed Area for any other use.

4. Term. The term of this License shall commence on _____ (the “**Commencement Date**”) and shall expire upon the abandonment of the Solar Panels or once the Solar Panels have reached the end of their useful lives.

5. Alterations, Maintenance and Removal. Licensee shall not make any alterations, additions or improvements in, to or about the Licensed Area except for the installation of the Solar Panels. When the term “Solar Panels” is used in this License it shall mean any device, however denominated, consisting of solar cells intended to convert the energy from sunlight into electricity, including all equipment, wiring or appurtenances used in connection with the Solar Panels or the installation thereof. Licensee shall bear all costs associated with its use and occupancy of the Licensed Area and shall promptly repair and replace any damage to the Licensed Area or any other portion of the Property arising from the activities of Licensee and its agents, representatives, employees, guests, employees and/or contractors (collectively, “**Licensee’s Representatives**”) on the Licensed Area or any other portion of the Property. Licensee shall be responsible for the repair, replacement and maintenance in good order and condition of the Solar Panels. Licensee agrees to remove the Solar Panels when directed by the Association to do so in connection with repair or maintenance of the Licensed Area. Licensee agrees to remove the Solar Panels and restore the roof when it is no longer in use or has reached the end of its useful life.

6. Surrender. Upon the termination of this License, Licensee shall surrender the Licensed Area and all other portions of the Property to the Association in an acceptable condition as certified by the on-site manager. Licensee agrees to restore, to an acceptable condition as certified by the on-site manager, any portion of the roof damaged as a result of the removal of Solar Panels. Without limiting the generality of the foregoing, Licensee specifically acknowledges that it shall not improve, or alter any existing improvements on, the Licensed Area or any other portion of the Property during the term of this License. Prior to the expiration or earlier termination of this License, Licensee agrees to remove the Solar Panels from the Property. Licensee shall be responsible for the following, in the event that the Licensee fails to do so, the Association shall have the authority to perform the necessary maintenance or removal of one or more Solar Panels at the Licensee’s expense where:

- a. Any Solar Panels have been abandoned, meaning that the unit for which it was installed is no longer using the electricity generated by one or more Solar Panels or the solar panel has failed;
- b. The Licensee has failed to repair any damage caused by the Solar Panels to the Licensed Area or any other portion of the Property;
- c. The Solar Panels have reached the end of its useful life and the Licensee has failed to remove it as required; or
- d. Maintenance to the Licensed Area or any other portion of the Property is required, and the Licensee has failed to promptly remove the Solar Panels to permit the maintenance to occur.

7. Right to Inspect and Repair. The Association may enter the Licensed Area but shall not be obligated to do so (except as required by any specific provision of this License) at any reasonable time for the purpose of inspection or the making of such repairs, replacement or additions, in, to, on and/or about the Licensed Area or the Property, as the Association deems necessary or desirable. Licensee shall have no claims or cause of action against the Association by reason thereof.

8. Roof Loads. Licensee shall not place any Solar Panels upon the Licensed Area exceeding the amount of load that the Licensed Area can carry, and which is allowed by law.

9. Insurance; Waiver of Subrogation.

A. Insurance. Licensee shall carry at its sole cost and expense adequate liability and casualty insurance, naming FVCSA as additional insured in the event the installation and/or use of the Solar Panels causes damage to the Licensed Area or any other portion of the Property, or injury to any person or other property. The Licensee shall provide the Association with proof of such coverage prior to the installation of the Solar Panels. The obligation to provide evidence of such insurance remains in effect for the entire term of this License.

B. Waiver of Subrogation. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, LICENSEE HEREBY WAIVES ANY AND ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST THE ASSOCIATION, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SERVANTS, PROPERTY MANAGERS, LENDERS, OR SHAREHOLDERS FOR ANY LOSS OR DAMAGE TO LICENSEE'S PROPERTY BY REASON OF FIRE, THE ELEMENTS, OR ANY OTHER CAUSE WHICH IS COVERED OR COULD BE COVERED BY A PROPERTY INSURANCE-SPECIAL FORM POLICY, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE ASSOCIATION, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SERVANTS OR SHAREHOLDERS.

10. Waiver of Liability. Licensee agrees and acknowledges that the Association shall have no obligations to Licensee regarding the security of the Licensed Area or the Property. The Association shall not be liable to Licensee for any damage or destruction to or loss of the Licensed Area. Licensee and Licensee's agents shall enter and use the Licensed Area at their own risk, and the Association shall not assume or bear any risk, liability, responsibility or duty of care as to Licensee, Licensee's agents or Licensee's property on or in the Licensed Area. The provisions of this Section shall survive any termination of this License.

11. Indemnification. Licensee agrees to indemnify, defend and hold the Association and the Association's property manager free and harmless from and against any losses, damages, expenses, liabilities, claims, demands and causes of action resulting, directly or indirectly, from, or in connection with, (i) any damage or adverse impact to, or destruction of, the Property by Licensee, or Licensee's Representatives, (ii) the willful or negligent acts, errors or omissions of Licensee or Licensee's Representatives; (iii) any entry on the Property by Licensee or Licensee's Representatives, including, without limitation, any losses, damages, expenses, liabilities, claims,

demands and causes of action resulting, or alleged to be resulting, from injury or death of persons, or damage to the Property or any other property, or construction liens filed against the Property; and (iv) any breach of the terms of this License by Licensee or Licensee's Representatives. The provisions of this Section shall survive any termination of this License.

12. Liens. Licensee shall keep the Licensed Area and the Property free from, and shall immediately cause the discharge of, any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Licensee or Licensee's Representatives, including but not limited to the installation of the Solar Panels. If any such lien shall at any time be filed, Licensee shall cause the same to be discharged of record within ten (10) days after the filing of such lien. Failure by Licensee to discharge such lien within such ten (10) day period shall be a material breach of this License and shall entitle the Association, at its option, and in addition to any other remedy the Association may have at law, in equity or by contract, immediately to terminate this License. The provisions of this Section shall survive any termination of this License.

13. Damage to the Licensed Area. If, during the Term, any portion of the Property is damaged by fire, or other cause, so as to render the Licensed Area or substantially all of the Licensed Area substantially unusable, then this License may be canceled at the option of either party by written notice to the other given within thirty (30) days of the fire or other cause. If the damage to the Licensed Area (or the Property of which the Licensed Area is a part), is the result of any act, omission, fault or negligence, actual or alleged, of Licensee, then (without waiving Licensee's default under this License and all rights available to the Association hereunder and under law by reason of such default), Licensee shall, upon demand, indemnify the Association in accordance with the provisions set forth in Section 11 above.

14. Default by Licensee. In the event Licensee breaches any of its obligations hereunder, The Association shall provide written notice to Licensee thereof and Licensee shall have ten (10) days from the receipt of written notice to cure the default. In the event Licensee fails to cure such default within the applicable cure period, the Association shall then have the immediate right to terminate this License by sending written notification to Licensee canceling this License. Such cancellation shall be effective immediately.

15. No Waiver of Covenants or Conditions. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or condition or option in any other instance. This License cannot be changed or terminated orally.

16. Right to Cure Licensee's Breach. If Licensee breaches any covenant or condition of this License, the Association may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure such breach at the expense of Licensee and the reasonable amount of all expenses, including attorneys' fees, incurred by the Association in so doing (whether paid by the Association or not) shall be payable on demand by Licensee to the Association.

17. Notices. Any notices required hereunder shall be in writing and shall be sent by (a) U.S. mail, postage prepaid, return-receipt requested, (b) a nationally recognized overnight courier service, or (c) email in PDF format, read receipt requested, and followed by a hard copy

notice received by the second business day following the email notice, to the applicable party at the address set forth below, or at such other address as may be designated at a later date in a notice delivered pursuant to the terms hereof:

If to Association: Forrestal Village Community Services Association, Inc.
c/o Richard Mattalian
FirstService Residential
400 Sayre Drive
Princeton, NJ 08540

with a copy to:

Greenbaum, Rowe, Smith & Davis LLP
Metro Corporate Campus One
99 Wood Avenue South
Iselin, New Jersey 08830
Attention: Robert J. Flanagan III, Esq.

If to Licensee: _____

Attn: _____
Email: _____

18. Compliance with Laws; Policies.

A. Compliance with Laws. The parties shall comply with all applicable laws, ordinances codes, rulings and regulations.

B. Licensee agrees to indemnify and hold harmless the Association and each mortgagee of the Property from and against any and all liabilities, damages, claims, losses, judgments, causes of action, costs and expenses (including the reasonable fees and expenses of counsel) which may be incurred by the Association or any such mortgagee or threatened against the Association or such mortgagee, relating to or arising out of any breach by Licensee of the undertakings set forth in this Section, said indemnity to survive the expiration or sooner termination of this License.

19. Binding Nature; Assignment. This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. Upon written notice to the Association, Licensee shall have the right to assign or transfer this License at any time to any person or entity that is purchasing Licensee’s unit and intends on utilizing the Solar Panels for same.

20. Personal Liability. Notwithstanding anything to the contrary provided in this License, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this License by the Association, that there shall be absolutely no personal liability

on the part of the Association, its constituent members (to include but not be limited to officers, directors, partners and trustees), the Association's property manager, their respective successors, assigns or any mortgagee in possession (for the purposes of this Section collectively referred to as "Association"), with respect to any of the terms, covenants and conditions of this License, and that Licensee shall look solely to the equity of the Association in the Property for the satisfaction of each and every remedy of Licensee in the event of any breach by the Association of any of the terms, covenants and conditions of this License to be performed by the Association, such exculpation of liability to be absolute and without any exceptions whatsoever. The foregoing limitation of liability shall be noted in any judgment secured against the Association and in the judgment index.

21. No Option. The submission of this License for examination does not constitute a reservation of, or option for, the Licensed Area, and this License becomes effective as a License only upon its being recorded in the Clerk's office for the County of Middlesex.

22. Representations. Each party represents and warrants to the other that (a) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this License, (b) the execution, delivery and performance of this License will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party or its assets, and (c) this License, upon its being recorded, is the valid and legally binding obligation of such party enforceable in accordance with its terms.

23. No Other Representations. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representation(s) or promise(s).

24. Governing Law; Attorney's Fees. This License shall be construed and enforced in accordance with the laws of the state in which the Property is located without giving effect to such state's principles of conflicts of law. In the event of any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

25. JURY WAIVER. LICENSEE AND THE ASSOCIATION DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LICENSE.

26. Termination Provision. In the event that Licensee fails to surrender the Licensed Area in the condition required under Section 6 herein, on or before the termination of this Lease pursuant to Sections 4 or 14 above, then Licensee acknowledges that the Association will sustain damages which would be impracticable and extremely difficult, if not impossible, to determine with exactitude, and, therefore, Licensee agrees that in the event Licensee fails to surrender the Licensed Area as aforesaid, the Association shall be entitled to the sum of Five Hundred and 00/100 (\$500.00) Dollars per day for each day that Licensee remains in possession of the Licensed Area beyond the date that the Association revokes this License. Notwithstanding anything else contained herein to the contrary, nothing herein contained shall be construed to prevent the Association from pursuing any other rights and remedies it may have in law or in equity to enforce the terms and conditions of this License.

In the event the Association terminates this License as a result of a default by Licensee in its obligations hereunder, Licensee shall remain liable to the Association for damages sustained by the Association as a result of a breach by Licensee of its obligations under this License, including but not limited to any non-payment of License Fees or additional fees due hereunder, together with all attorneys' fees and other expenses incurred by the Association in enforcing any of the obligations under this License, this covenant to survive revocation or termination of this License.

27. Entire Understanding. This License contains the entire understanding of the parties and may not be modified except by a writing signed by both of the parties. Any exhibits or schedules to this License are by this reference incorporated fully herein and any reference to "this License" shall be considered to include all such schedules and exhibits.

28. Section Headings. The section headings in this License and position of its provisions are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this License or any of its provisions.

29. Counterparts. For purposes of executing this License, a document signed and transmitted by facsimile machine or by e-mail in pdf format shall be treated as an original document. This License may be executed in any number of counterparts all of which when taken together shall constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first above written.

THE ASSOCIATION:

FORRESTALL VILLAGE COMMUNITY
SERVICE ASSOCIATION

By: _____
Name: _____
Title: _____

LICENSEE(S):

Name: _____

Signature: _____

Name: _____

Signature: _____

STATE OF NEW JERSEY)
) ss.:
MIDDLESEX COUNTY)

On this ____ day of _____, 20__ before me, the subscriber personally appeared _____, and _____, who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed.

Record and Return To:
Robert J. Flanagan III, Esq.
Greenbaum, Rowe, Smith & Davis LLP
P.O. Box 5600
Woodbridge, NJ 07095