

2020 AUTHORITY BUDGET RESOLUTION #82-19

Linden Roselle Sewerage Authority

FISCAL YEAR: FROM: January 1, 2020 **TO:** December 31, 2020

WHEREAS, the Annual Budget and Capital Budget for the Linden Roselle Sewerage Authority for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 has been presented before the governing body of the Linden Roselle Sewerage Authority at its open public meeting of October 23, 2019; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$10,214,141.00, Total Appropriations, including any Accumulated Deficit if any, of \$10,700,441.00 and Total Unrestricted Net Position utilized of \$486,300.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$18,304,223.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$0.00; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Linden Roselle Sewerage Authority, at an open public meeting held on October 23, 2019 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Linden Roselle Sewerage Authority for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Linden Roselle Sewerage Authority will consider the Annual Budget and Capital Budget/Program for adoption on December 18, 2019.



Derek Armstead, Secretary

October 23, 2019

Governing Body Member:	Aye	Recorded Vote		
		Nay	Abstain	Absent
Ralph Strano	✓			
Jamel C. Holley	✓			
Derek Armstead	✓			
Edward Mikolajczyk	✓			
Reginald Atkins	✓			
James Moore	✓			

2020 APPROVAL CERTIFICATION

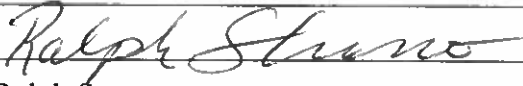
Linden Roselle Sewerage Authority

AUTHORITY BUDGET

FISCAL YEAR: FROM: January 1, 2020 TO: December 31, 2020

It is hereby certified that the Authority Budget, including all schedules appended hereto, are a true copy of the Annual Budget and Capital Budget/Program approved by resolution by the governing body of the Linden Roselle Sewerage Authority, at an open public meeting held pursuant to N.J.A.C. 5:31-2.3, on the 23 day of October, 2019.

It is further certified that the recorded vote appearing in the resolution represents not less than a majority of the full membership of the governing body thereof.

Officer's Signature:			
Name:	Ralph Strano		
Title:	Chairman		
Address:	5005 South Wood Avenue Linden, New Jersey 07036		
Phone Number:	908-862-7100	Fax Number:	908-474-8685
E-mail address	Strano54@aol.com		

2020 CERTIFICATION OF AUTHORITY CAPITAL BUDGET/PROGRAM

Linden Roselle Sewerage Authority

FISCAL YEAR: FROM: January 1, 2020 TO: December 31, 2020


[X] enter X to the left if this paragraph is applicable

It is hereby certified that the Authority Capital Budget/Program annexed hereto is a true copy of the Capital Budget/Program approved, pursuant to N.J.A.C. 5:31-2.2, along with the Annual Budget, by the governing body of the Linden Roselle Sewerage Authority, on the 23 day of October, 2019.

OR

[] enter X to the left if this paragraph is applicable

It is hereby certified that the governing body of the _____ Authority have elected **NOT** to adopt a Capital Budget /Program for the aforesaid fiscal year, pursuant to N.J.A.C. 5:31-2.2 for the following reason(s):

Officer's Signature:			
Name:	Ralph Strano		
Title:	Chairman		
Address:	5005 South Wood Avenue Linden, New Jersey 07036		
Phone Number:	908-862-7100	Fax Number:	908-474-8685
E-mail address	Strano54@aol.com		

INTERNET WEBSITE CERTIFICATION

Authority's Web Address:

LRSANJ.ORG

All authorities shall maintain either an Internet website or a webpage on the municipality's or county's Internet website. The purpose of the website or webpage shall be to provide increased public access to the authority's operations and activities. N.J.S.A. 40A:5A-17.1 requires the following items to be included on the Authority's website at a minimum for public disclosure. Check the boxes below to certify the Authority's compliance with N.J.S.A. 40A:5A-17.1.

- ☒ A description of the Authority's mission and responsibilities
- ☒ Budgets for the current fiscal year and immediately preceding two prior years
- ☒ The most recent Comprehensive Annual Financial Report (Unaudited) or similar financial information (**Similar Information is such as PIE Charts, Bar Graphs etc. for such items as Revenues, Expenditures, and other information the Authority deems relevant to inform the public**)
- ☒ The complete (All Pages) annual audits (Not the Audit Synopsis) of the most recent fiscal year and immediately two prior years
- ☒ The Authority's rules, regulations and official policy statements deemed relevant by the governing body of the authority to the interests of the residents within the authority's service area or jurisdiction
- ☒ Notice posted pursuant to the "Open Public Meetings Act" for each meeting of the Authority, setting forth the time, date, location and agenda of each meeting
- ☒ The approved minutes of each meeting of the Authority including all resolutions of the board and their committees; for at least three consecutive fiscal years
- ☒ The name, mailing address, electronic mail address and phone number of every person who exercises day-to-day supervision or management over some or all of the operations of the Authority
- ☒ A list of attorneys, advisors, consultants and any other person, firm, business, partnership, corporation or other organization which received any remuneration of \$17,500 or more during the preceding fiscal year for any service whatsoever rendered to the Authority.

It is hereby certified by the below authorized representative of the Authority that the Authority's website or webpage as identified above complies with the minimum statutory requirements of N.J.S.A. 40A:5A-17.1 as listed above. A check in each of the above boxes signifies compliance.

Name of Officer Certifying compliance

Ralph Strano

Title of Officer Certifying compliance

Chairman

Signature



2020 PREPARER'S CERTIFICATION


Linden Roselle Sewerage Authority

AUTHORITY BUDGET

FISCAL YEAR: FROM: January 1, 2020 TO: December 31, 2020

It is hereby certified that the Authority Budget, including both the Annual Budget and the Capital Budget/Program annexed hereto, represents the members of the governing body's resolve with respect to statute in that: all estimates of revenue are reasonable, accurate and correctly stated; all items of appropriation are properly set forth; and in itemization, form and content, the budget will permit the exercise of the comptroller function within the Authority.

It is further certified that all proposed budgeted amounts and totals are correct. Also, I hereby provide reasonable assurance that all assertions contained herein are accurate and all required schedules are completed and attached.

Preparer's Signature:			
Name:	David G. Brown II		
Title:	Executive Director		
Address:	5005 South Wood Avenue Linden, New Jersey 07036		
Phone Number:	908-862-7100	Fax Number:	908-474-8685
E-mail address	dbrown@lrsanj.org		

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #83-19

TO ISSUE AN INDUSTRIAL DISCHARGE PERMIT RENEWAL TO:

Safety-Kleen Systems, Inc.

1200 Sylvan Street

Linden, NJ 07036

WHEREAS, the above industrial user of the Linden Roselle Sewerage Authority's facilities has applied for an Industrial Discharge Permit renewal in accordance with the requirements of the Authority's Rules and Regulations; and

WHEREAS, the Authority has given proper public notice of the application for renewal and for the proposed issuance of such permit by the Authority, in accordance with the applicable State and Federal regulations; and

WHEREAS, the Authority has addressed any comments from the public as a result of such notice; and

WHEREAS, the Authority's Staff has recommended the issuance of such permit as set forth in the attached memorandum dated October 09, 2019, attached hereto and made part of this Resolution.

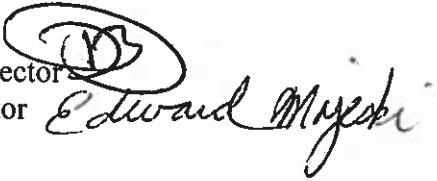
NOW THEREFORE, BE IT RESOLVED that the Industrial Discharge Permit, as set forth in the attached memorandum, upon the terms and conditions contained in the permit be issued to Safety-Kleen Systems effective December 01, 2019.

I certify the above to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 23, 2019.


Derek Armstead, Secretary

LRSA Memorandum

To: LRSA Board Members

From: David G. Brown, Executive Director
Edward Majeski, IPP Coordinator 

Cc: Jeff Williams, Superintendent

Date: October 09, 2019

Re: Recommendation to Adopt Safety-Kleen's Discharge Permit Renewal

Safety-Kleen Systems, Inc. has applied for a renewal to their industrial discharge permit with LRSA. The application was received June 05, 2019. Located at 1200 Sylvan Street in Linden, New Jersey, they engage in the reclamation and recovery of spent solvents and associated wastes. In addition, the facility operates a groundwater treatment system to remediate several contaminated wells on their property.

The permit includes separate monitoring conditions for the groundwater and the process discharge. In addition to compliance monitoring for the local limits, the groundwater is subject to monitoring for priority pollutant compounds. This is based on the potential impact of these constituents on human health and the environment. There are no limits for the organic pollutants. In lieu of limits, there are action levels which if exceeded would prompt an evaluation of the pollutants. It may require imposing limits in the future. The groundwater is treated before discharge to LRSA by chemical addition to reduce iron and by air stripping to reduce volatile organics.

The self-monitoring frequencies for the process discharge DSN001 are based on Safety-Kleen's history of compliance with the local limits. Most of the parameters will be monitored twice per year, with some at quarterly and monthly frequencies.

Public comment was solicited for the draft permit commencing September 05, 2019 through October 04, 2019. No comments were received.

We hereby recommend adoption of the final permit for the Safety-Kleen Systems Inc. at the October 23, 2019 Board Meeting. The approved permit will then be scheduled to take effect December 01, 2019.

Approved

10/9/19

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #84-19

WHEREAS, the Linden Roselle Sewerage Authority (“LRSA” or “Authority”) and Aries Linden, LLC (“Aries”) entered into an Option Agreement, dated December 4, 2018 (“the Option Agreement”), through which LRSA has granted to Aries Linden, LLC (“Aries”) an option to enter into a Use and Occupancy Agreement (the “U&O Agreement”) with LRSA, pursuant to which LRSA would convey to Aries an irrevocable license to use the licensed property to process biosolids in an environmentally efficient manner in connection at a new facility planned for the licensed property; and

WHEREAS, the Option Agreement was approved by the Authority pursuant to Resolution #49-18; and

WHEREAS, the LRSA and Aries have amended the U&O Agreement through an Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the “First Addendum”) that provides that Aries shall establish an internship program at the Licensed Property and requires that certain Annual Fees be remitted to the LRSA; and

WHEREAS, the LRSA and Aries have amended the U&O Agreement through a Second Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the “Second Addendum”) to amend the definition of Licensed Property to include additional property at the LRSA facility for the use and occupancy of Aries; and

WHEREAS, the LRSA and Aries would like to amend Article Three of the U&O Agreement, which governs Aries’ option to extend the Initial Term of the License, pursuant to the U&O Agreement by way of a Third Addendum to Use and Occupancy Agreement for the Licensing of Real Property (the “Third Addendum”), which is annexed hereto as **Exhibit A**; and

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WHEREAS, the Third Addendum has been reviewed by the Authority's management and professionals to ensure that the Authority's interests are protected.

NOW, THEREFORE, BE IT RESOLVED, that the Third Addendum to the U&O Agreement is hereby approved substantially in the forms attached hereto as **Exhibit A**, and the Chairman and Secretary are authorized to execute the same if and when Aries exercises its option in accordance with the Option Agreement.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 23, 2019.


Derek Armstead, Secretary

EXHIBIT A

Third Addendum to Use and Occupancy Agreement for the Licensing of Real Property

THIRD ADDENDUM TO USE AND OCCUPANCY AGREEMENT FOR THE LICENSING OF REAL PROPERTY

This Third Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (this "Third Addendum"), dated as of October __, 2019 (the "Effective Date"), is entered into by and between Aries Linden, LLC ("Aries"), and the Linden Roselle Sewerage Authority ("LRSA"). Aries and LRSA hereinafter may each be referred to as a "Party," and, collectively, as the "Parties."

WHEREAS, the LRSA is a body corporate and politic organized pursuant to the New Jersey Sewerage Authorities Law, *N.J.S.A. 40:14A-1, et seq.*, to, among other things, acquire, construct, maintain, operate and improve works for the collection, treatment, purification or disposal of sewerage or other wastes, and to provide for sewerage services designed to relieve pollution of the waters at the expense of the users of such services; and

WHEREAS, the LRSA operates a sewerage disposal treatment plant at its property located at 5005 South Wood Avenue, Linden, New Jersey (the "Property"); and

WHEREAS, Aries intends to finance, construct, operate, and maintain a gasification facility (the "Facility") at the Property of the LRSA as above identified, including, in furtherance thereof, among other things its exclusive use of a long currently unused LRSA building on the Property, and the surrounding area (together the "Licensed Property"); and

WHEREAS, the Parties hereto have entered into an Option Agreement for the Licensing of Real Property, dated December 4, 2018 (the "Option Agreement"), through which LRSA has granted Aries an option to enter into a Use and Occupancy Agreement (the "U&O Agreement") with LRSA, that would convey to Aries an irrevocable license to use the Licensed Property to process biosolids in an efficient and environmentally sustainable manner in connection with the Facility contemplated on the Property; and

WHEREAS, the parties hereto have amended the U&O Agreement through an Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the "First Addendum") that provides that Aries shall establish an internship program at the Licensed Property and requires that certain Annual Fees be remitted to the LRSA; and

WHEREAS, the parties hereto have amended the U&O Agreement through a Second Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the "Second Addendum") in which the parties agreed to amend the definition of Licensed Property in the U&O Agreement, among other changes; and

WHEREAS, the parties hereto now would like to amend Article Three of the U&O Agreement, which governs Aries' option to extend the Initial Term of the License, to state that Aries has three (3), five (5) year options rather than four (4), five (5) year options; and

NOW, THEREFORE, for good and valuable consideration, including without limit that which is provided for pursuant to the New Jersey Sewerage Authorities Law, *N.J.S.A. 40:14A-1*,

et seq. (N.J.S.A. 40:14A-8.1 and N.J.S.A. 40:14A-31.1 to -31.3), the sufficiency of which the Parties acknowledge, and the Parties, intending to be bound hereby, agree as follows:

1. **ARTICLE 3** is hereby amended to read, as follows:

TERM.

The Initial Term of this License shall be from the date of execution of this License to fifteen (15) years after the Effective Date ("Initial Term"). Aries shall have the option to extend the Initial Term for three (3) successive periods of five (5) years each ("First Extension Term," "Second Extension Term," and "Third Extension Term," individually an "Extension Term," collectively the "Extension Terms" and with the Initial Term, the "Term") by written notice to the LRSA at least twelve (12) months prior to the end of the Initial Term or the particular Extension Term. The rights-of-way, rights-of-use, consents and/or easements provided under Section 2(a) with respect to the Easements, the Common Facilities and the Essential Common Facilities shall expire when the License expires or is terminated. Notwithstanding the foregoing, Aries may terminate this License at any time, without penalty, by providing no less than ninety (90) days written notice to the LRSA and paying a cancellation fee in the amount of the License Fees due for the remainder of the then current Term, but not to exceed the License Fees that would be due for the following two (2) years from the notice of termination.

2. **Miscellaneous.**

- a. **Assignment; Successors.** No Party may assign its rights under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- b. **Termination.** This Addendum shall terminate upon the termination of the U&O Agreement.
- c. **Amendments.** This Addendum shall not be modified or amended except by a written document executed by the Parties and approved by formal action as required by applicable law.
- d. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be expressly made in writing, and signed by the Parties. The waiver of any of the terms and conditions of this Addendum shall not be construed as a waiver of any other terms and conditions hereof.
- e. **Further Assurances.** Each of the Parties will make, execute, acknowledge and deliver such other instruments and documents, and take all other actions, as such other Party may reasonably request and as may reasonably be required to effectuate the purposes of this Addendum and to carry out the terms hereof.

- f. Parties In Interest. Except for the City of Linden, neither this Addendum nor any other agreement contemplated hereby, shall be deemed to confer upon any person not a Party hereto or thereto, any rights or remedies hereunder or thereunder.
- g. Entire Agreement. The agreement reflected in this Addendum constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- h. Severability. If any provision of this Addendum is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provision shall be fully severable and this Addendum, and the Option Agreement and/or the U&O Agreement, as the case may be, shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision, or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added as part of this Addendum, following formal action of the Parties thereon as required by applicable law, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- i. Captions. The captions in the agreement reflected in this Addendum are for convenience of reference only, and shall not limit or otherwise affect the interpretation, construction or meaning of any of the terms or provisions hereof.
- j. Governing Law. The agreement reflected in this Addendum and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of law that would require the application of the laws of another jurisdiction.
- k. Counterparts. The agreement reflected in this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each Party hereto agrees to be bound by its facsimile or PDF signature.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum to a certain Option Agreement for the Licensing of Real Property as of the day and year first above written.

LINDEN ROSELLE SEWERAGE AUTHORITY

By: Ralph Strano

Name: Ralph Strano

Title: Chairman

Date:

By: Derek Armstead

Name: Derek Armstead

Title: Secretary

Date;

ARIES LINDEN, LLC

By: _____

Name: Gregory Bafalis

Title: CEO

Date:

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #85-19

WHEREAS, the Linden Roselle Sewerage Authority (“LRSA” or “Authority”) and Aries Linden, LLC (“Aries”) entered into an Option Agreement, dated December 4, 2018 (“the Option Agreement”), through which LRSA has granted to Aries Linden, LLC (“Aries”) an option to enter into a Use and Occupancy Agreement (the “U&O Agreement”) with LRSA, pursuant to which LRSA would convey to Aries an irrevocable license to use the licensed property to process biosolids in an environmentally efficient manner at a new facility (the “Facility”) planned to be constructed by Aries on the licensed property; and

WHEREAS, the U&O Agreement contains provisions stating that Aries intends to finance its construction of the new Facility with one or more financing parties (the “Financing Parties”); and

WHEREAS, the U&O Agreement contains further provisions stating that Aries may collateralize its right to use the licensed property and the Facility and, and that the LRSA agrees to execute such consents, estoppels and other acknowledgements as the Financing Parties may reasonably request; and

WHEREAS, Aries has requested that the authorized representatives of the LRSA execute various documents in connection with the closing of its financing scheduled for on or about October 30, 2019; and

WHEREAS, Aries has requested that the authorized representatives execute a Consent Agreement, which is annexed hereto as Exhibit A; and

WHEREAS, Aries has requested that the authorized representatives execute an Owner Estoppel Certificate and Agreement, which is annexed hereto as Exhibit B; and

{00260027}

WHEREAS, Aries has requested that the authorized representatives execute a Memorandum of Agreement of the U&O Agreement, which is annexed hereto as Exhibit C; and

WHEREAS, Aries has requested that the authorized representatives execute an Affidavit of Title related to the licensed property, which is annexed hereto as Exhibit D; and

WHEREAS, the Consent Agreement, the Owner Estoppel Certificate and Agreement, the Memorandum of Agreement, and the Affidavit of Title have been reviewed by the Authority's management and professionals to ensure that the Authority's interests are protected.

NOW, THEREFORE, BE IT RESOLVED, that the Third Addendum to the U&O Agreement is hereby approved substantially in the forms attached hereto as **Exhibits A, B, C and D** and the Chairman, Secretary and/or Executive Director are authorized to execute the same if as appropriate.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 23, 2019.


Derek Armstead, Secretary

EXHIBIT A
Consent Agreement

CONSENT AGREEMENT

among

LINDEN ROSELLE SEWERAGE AUTHORITY

**UMB Bank, N.A.
as Trustee**

and

**ARIES LINDEN, LLC
as Borrower**

CONSENT AGREEMENT

This CONSENT AGREEMENT (this "**Consent Agreement**"), dated as of _____, 2019, among Linden Roselle Sewerage Authority, a body corporate and politic organized pursuant to the New Jersey Sewerage Authorities Law, *N.J.S.A. 40:14A-1, et seq.* (the "**Contracting Party**"), UMB, N.A., as Trustee (together with its permitted successors in such capacity, the "**Trustee**") and Aries Linden, LLC, a Delaware limited liability company ("**Aries**").

RECITALS

A. Project. Aries is developing and constructing a wastewater biosolids processing and gasification facility to be locating at 5005 South Wood Avenue in Linden, New Jersey (the "**Project**").

B. The Assigned Agreements. The Contracting Party and Aries are parties to the Use and Occupancy Agreement for the Licensing of Real Property, dated _____, 2019, and the Disposal and the Recycling of Biosolids Agreement, dated as of October 15, 2019, both as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms thereof and hercof, (the "**Assigned Agreements**").

C. Bond Documents. Aries has advised Contracting Party that the Union County Improvement Authority (the "**Issuer**") will issue Solid Waste Disposal Revenue Bonds (Aries Linden, LLC Project) Series 2019 (AMT) (GREEN BONDS) (the "**Bonds**") pursuant to a Trust Indenture, dated as of _____, 2019 (the "**Indenture**"), by and between the Issuer and Trustee, and that Aries and the Issuer will enter into a Loan Agreement, dated as of _____, 2019 (the "**Loan Agreement**"), pursuant to which the Issuer will loan the proceeds of the Bonds to Aries for the purpose of financing a portion of the costs of the acquisition, construction, improvement, development, equipping and furnishing of the Project and certain related expenses.

D. Collateral Assignment of Project Documents. Pursuant to the Collateral Assignment of Contracts, Permits, Licenses and Plans, dated _____, 2019 (the "**Collateral Assignment of Project Documents**"), between Aries and the Trustee, as security for Aries's obligations under the Loan Agreement, Aries has assigned all of its right, title and interest in, to and under, and granted a security interest in, the Assigned Agreements and all of its rights to payment under or with respect to the Assigned Agreements and all payments due and to become due to Aries under or with respect to the Assigned Agreements, whether as contractual obligations, damages, indemnity payments or otherwise, to the Trustee on behalf of the holders of the Bonds.

E. Conditionality. The Bond Documents contemplate the execution, delivery and implementation of this Consent Agreement and it is a condition to the obligation of the Issuer to make loans under the Loan Agreement that the Contracting Party shall have executed and delivered this Consent Agreement.

F. Definitions; Rules of Interpretation. Except as otherwise expressly provided herein, capitalized terms used in this Consent Agreement shall have the meanings given thereto in Exhibit A hereto and, except as otherwise expressly provided herein, the rules of interpretation set forth in Exhibit A hereto shall apply to this Consent Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Contracting Party, Aries hereby agree as follows:

ARTICLE I

CONSENT TO ASSIGNMENT, ETC.

1.1 Consent to Assignment. The Contracting Party: (a) consents in all respects to the pledge and assignment to the Trustee pursuant to the Collateral Assignment of Project Documents of all of Aries's right, title and interest in, to and under the Assigned Agreements including without limitation all monies which may become payable to Aries thereunder, all proceeds thereof, and any claims, awards, judgments which may at any time be receivable or received by Aries under or pursuant to the Assigned Agreements (the "**Assigned Interest**"); and (b) acknowledges the right of the Trustee or any designee of the Trustee, in the exercise of the Trustee's rights and remedies under the Collateral Assignment of Project Documents, to make all demands, give all notices, take all actions and exercise all rights of Aries under the Assigned Agreements from and after the occurrence and continuation of an Event of Default under the Bond Documents.

1.2 Substitute Owner. Subject to Section 1.3, the Contracting Party agrees that (a) if the Trustee shall provide written notice to the Contracting Party that an Event of Default under the Loan Agreement has occurred and is continuing and that the Trustee or any designee of the Trustee has elected to exercise the rights and remedies upon an Event of Default set forth in the Collateral Assignment of Project Documents, then the Trustee or the Trustee's designees, in either case, which assumes the obligations of Aries or its successors or assigns under the Assigned Agreements (the "**Substitute Owner**") shall be substituted for Aries under the Assigned Agreements and (b) in such event, the Contracting Party will recognize the Substitute Owner and will continue to perform its obligations under the Assigned Agreements in favor of the Substitute Owner and the Substitute Owner shall assume and perform the obligations of Aries.

1.3 Right to Cure. In the event of a default or breach by Aries in the performance of any of its obligations under the Assigned Agreements, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreements which would immediately or with the passage of any applicable cure period or the giving of notice, or both, enable the Contracting Party to suspend its performance under (other than as a result of force majeure as provided in the Assigned Agreements, if applicable) or terminate the Assigned Agreements (each hereinafter a "**default**"), the Contracting Party agrees that it will not suspend performance under (other than to the extent permitted as a result of force majeure as provided in the Assigned Agreements, if applicable) or terminate the Assigned Agreements until it first gives written notice of such default to the Trustee or its designees (stating in the case of a payment default only, that such default has occurred and has been continuing for at least fifteen (15) days from the default date) and affords the Trustee or its designee the opportunity to cure such default within, in the case of a payment default, thirty (30) Business Days (as defined in the Loan Agreement) and, in the case of any other default, sixty (60) days after receipt by the Trustee of the notice of default. If the default is not cured in the relevant period, then immediately at the end of such period such Contracting Party may cancel or terminate its obligations or performance under the Assigned Agreements (in accordance with the terms of the Assigned Agreements); provided,

however, that (i) with respect to any default (other than a payment default), if such default cannot reasonably be cured during such sixty (60) day period, such Contracting Party will not terminate or suspend performance under (other than to the extent permitted as a result of force majeure as provided in the Assigned Agreements, if applicable) the Assigned Agreements so long as the Trustee (or any of its designees) has commenced action reasonably designed to cure such default and diligently continues to pursue such action until such default is cured and (ii) if any such party is prohibited from curing any such default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or similar proceeding involving Aries, then the time period specified herein for curing a default shall be extended for the period of such prohibition, but in no event shall such cure period referred to in clauses (i) and (ii) above terminate later than one hundred twenty (120) days after the receipt by the Trustee of the notice of default.

1.4 No Amendments. The Contracting Party agrees that it will not, without the prior written consent of the Trustee, enter into any amendment, supplement, assignment, transfer, suspension, novation, extension or restatement of the Assigned Agreements, or enter into any consensual cancellation or termination of the Assigned Agreements, or assign, transfer, novate or otherwise dispose of all or any part of its obligations, rights, title and interest under the Assigned Agreements, or consent to any of the same by Aries.

1.5 Replacement Agreement. In the event that the Assigned Agreements is terminated as a result of any bankruptcy or insolvency proceeding or other similar proceeding affecting Aries, the Contracting Party shall, upon the written request of the Trustee but subject to the laws governing body politics of the State of New Jersey, enter into a new agreement with the Trustee or any designee for the remainder of the originally scheduled term of the Assigned Agreements and having substantially the same covenants, agreements, terms, conditions, limitations and provisions as the Assigned Agreements, and, as from the date of such new agreement, the Contracting Party shall be released and discharged from any further obligations under the replaced Assigned Agreements.

1.6 No Liability. The Contracting Party acknowledges and agrees that neither the Trustee nor its designees shall have any liability or obligation under the Assigned Agreements as a result of this Consent Agreement, the Collateral Assignment of Project Documents or otherwise, nor shall the Trustee or its designees be obligated or required to (a) perform any of Aries's obligations under the Assigned Agreements, except during any period in which the Trustee or any of its designees is a Substitute Owner pursuant to Section 1.2, in which case the obligations of such Substitute Owner shall be no more than that of Aries under the Assigned Agreements for such period (and not for any prior period) or (b) take any action to collect or enforce any claim for payment assigned under the Collateral Assignment of Project Documents.

1.7 Performance under Assigned Agreements.

(a) Each of the Contracting Party and Aries acknowledges and agrees for the benefit of the Trustee that it shall perform and comply with all material terms and provisions of the Assigned Agreements to be performed or complied with by it and shall maintain the Assigned Agreements in full force and effect in accordance with its terms (unless terminated in accordance with this Consent Agreement).

(b) Aries acknowledges and agrees that the rights and remedies of the Trustee pursuant to and in accordance with this Consent Agreement shall be without prejudice to the rights and remedies of the Trustee now available to or hereinafter acquired by the Trustee pursuant to and in accordance with the Indenture and other Bond Documents.

1.8 Delivery of Notices and Information. The Contracting Party shall (a) deliver to the Trustee and its designees, concurrently with the delivery thereof to Aries, a copy of each material notice, including any notice of default, suspension or termination, request or demand given by such Contracting Party pursuant to the Assigned Agreements (other than those notices given in the ordinary course of business), and (b) furnish to the Trustee, such other information as may be reasonably requested by the Trustee or the Trustee relating to any default, event of default, breach or other circumstance that may or could result in the suspension, termination or rescission of the Assigned Agreements.

ARTICLE II

PAYMENTS UNDER THE ASSIGNED AGREEMENTS; OTHER COVENANTS

2.1 Payments. Upon notice from the Trustee to the Contracting Party, the Contracting Party shall pay all amounts payable by it to Aries under the Assigned Agreements, if any, in the manner required by the Assigned Agreements directly into the account specified on Exhibit B hereto, or to such other person or account as shall be specified from time to time by the Trustee to such Contracting Party in writing in accordance with Section 4.1, but subject to the laws governing body politics of the State of New Jersey. Aries hereby authorizes and directs the Contracting Party to make such payments as aforesaid. Payment by the Contracting Party of such amounts to the Trustee shall fully satisfy and discharge such Contracting Party's obligations under the Assigned Agreements with respect to such payments.

2.2 Liability of Parties. No party to this Consent Agreement shall have any liability to any other party hereto for any indirect, economic or consequential losses, damages and costs (including but not limited to costs of professional consultants and legal advisers) and including, but not limited to, loss of contract or property (including any security over contract or property), loss of profit, revenue or production of whatever kind and nature suffered by another under or in connection with this Consent Agreement, however caused (including, but not limited to, the default or sole or concurrent or contributing negligence of any party hereto) and whether or not foreseeable at the date of this Consent Agreement. Nothing in this Consent Agreement shall be deemed to increase the liability of the Contracting Party under the Assigned Agreements.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE CONTRACTING PARTY

The Contracting Party makes the following representations and warranties as of the date hereof, which representations and warranties shall survive the execution and delivery of this Consent Agreement and the Assigned Agreements and the consummation of the transactions contemplated hereby and thereby.

3.1 Organization. It is a body corporate and politic organized pursuant to the New Jersey Sewerage Authorities Law, *N.J.S.A. 40:14A-1, et seq.*, duly organized and validly existing under the laws of the State of New Jersey, and has all requisite corporate power and authority to execute, deliver and perform under this Consent Agreement and the Assigned Agreements.

3.2 Authorization. It has duly authorized, executed and delivered this Consent Agreement and the Assigned Agreements (or the Assigned Agreements has been duly and validly assigned or novated to it and it has assumed the obligations thereunder). Neither the execution and delivery of this Consent Agreement and the Assigned Agreements by it (nor its acceptance by assignment and assumption or novation with respect thereto) nor its consummation of the transactions contemplated thereby nor its compliance with the terms thereof does or will require the consent or approval of any Person, other than those that have already been obtained.

3.3 No Conflict. Neither the execution and delivery by it of this Consent Agreement or of the Assigned Agreements, nor performance of the terms and conditions of, this Consent Agreement or the Assigned Agreements (a) will contravene in any material respect any provisions of any applicable Law, (b) will conflict with or result in any breach of any of its constitutive documents, or (c) will conflict with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, any agreement, contract or instrument to which it is a party, except for any such contravention, conflict, breach or default that would not reasonably be expected to have a material adverse effect on the Contracting Party's ability to perform its obligations under this Consent Agreement.

3.4 Legality, Validity and Enforceability. Each of this Consent Agreement and the Assigned Agreements is a legal, valid and binding obligation of the Contracting Party, enforceable against it in accordance with its terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability. The Assigned Agreements has not been amended, supplemented, suspended, novated, extended, restated or otherwise modified except in accordance with its terms and the terms of this Consent Agreement and the Assigned Agreements is in full force and effect.

3.5 Existing Defaults. It is not, and, to the best of its knowledge, no other party to the Assigned Agreements is, in default under the Assigned Agreements.

3.6 No Previous Assignments. It has no notice of, and has not consented to, any previous assignment by Aries of all or any part of its rights under the Assigned Agreement.

3.7 Conditions. Each of the conditions to performance of its obligations under the Assigned Agreements has been satisfied or waived.

ARTICLE IV **MISCELLANEOUS**

4.1 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) in the event overnight delivery services are

not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by fax with confirmation of fax sent, or (e) if sent by electronic mail with confirmation of receipt. Notices shall be directed (i) if to the Contracting Party, in accordance with the Assigned Agreements; (ii) if to the Trustee, in accordance with the Indenture and (iii) if to Aries, in accordance with the Assigned Agreements. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by fax or electronic mail shall be deemed to have been validly and effectively given on the day (if a Business Day and, if not, on the next following Business Day) on which it is validly transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following Business Day; provided, however, if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party hereto may change its address for notice hereunder to any other location by giving no less than twenty (20) days' notice to the other parties in the manner set forth hereinabove.

4.2 Further Assurances. The Contracting Party shall fully cooperate with the Trustee and perform all additional acts reasonably requested by the Trustee to effect the purposes of this Consent Agreement.

4.3 Amendments. This Consent Agreement may not be amended, changed, waived, discharged, terminated or otherwise modified unless such amendment, change, waiver, discharge, termination or modification is in writing and signed by each of the parties hereto.

4.4 Entire Agreement. This Consent Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Consent Agreement shall prevail.

4.5 Governing Law. This Consent Agreement shall be governed by the laws of the State of New Jersey of the United States of America and shall for all purposes be governed by and construed in accordance with the laws of such state without regard to the conflict of law rules thereof.

4.6 Severability. In case any one or more of the provisions contained in this Consent Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision with a view to obtaining the same commercial effect as this Consent Agreement would have had if such provision had been legal, valid and enforceable.

4.7 Headings. Section headings have been inserted in this Consent Agreement as a matter of convenience for reference only and it is agreed that such section headings are not a part of this Consent Agreement and shall not be used in the interpretation of any provision of this Consent Agreement.

4.8 Waiver of Jury Trial. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS CONSENT AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE CONTRACTING PARTY.

4.9 Consent to Jurisdiction. Any dispute, legal action or proceeding by or against a party with respect to or arising out of this Consent Agreement may be brought in or removed to the district courts of New Jersey. By execution and delivery of this Consent Agreement, the parties accept, for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts for legal proceedings arising out of or in connection with this Consent Agreement and irrevocably consents to the service of process by the mailing of copies thereof by registered or certified mail, postage prepaid, at its notice address provided pursuant to Section 4.1 hereof. Nothing herein shall affect the right to serve process in any other manner permitted by law or any right to bring legal action or proceedings in any other competent jurisdiction. Each party hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Consent Agreement brought before the foregoing courts on the basis of *forum non-conveniens* or improper venue.

4.10 Successors and Assigns. The Contracting Party may assign, transfer or novate its rights and obligations under this Consent Agreement to any person to which it makes an assignment, transfer or novation of its rights and obligations under the Assigned Agreements. The Contracting Party making any such assignment, transfer or novation agrees to cause its assignee, transferee or novatee to become a party to this Consent Agreement concurrently with such assignment, transfer or novation. Upon the assignment, transfer or novation of this Consent Agreement pursuant to the terms of this Section 4.10, the Contracting Party shall have no further rights or obligations of a Contracting Party under this Consent Agreement. The provisions of this Consent Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

4.11 Counterparts. This Consent Agreement may be executed in one or more duplicate counterparts and when signed by all of the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Consent Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Consent Agreement.

4.12 Term of Consent Agreement. This Consent Agreement shall terminate upon the earlier to occur of (a) the date upon which (or, in the case of the termination of the Assigned Agreements as a result of any bankruptcy or insolvency proceeding or other similar proceeding affecting Aries, one-hundred eighty (180) days after the date upon which) the Assigned Agreements is validly terminated or expires in accordance with its terms and the terms of this Consent Agreement, (b) receipt of notice by the Contracting Party from the Trustee that the Assigned Interest has been released and discharged in full, and (c) the indefeasible payment and discharge in full of Borrower's obligations under the Loan Agreement. Upon the first to occur of the events described in clauses (a), (b) and (c) of the preceding sentence, this Consent Agreement shall be deemed terminated and each of the parties shall be released, relieved and discharged from

any obligation or liability hereunder other than any liabilities accruing on or prior to the termination of this Consent Agreement.

4.13 Third Party Rights. This Consent Agreement shall be for the sole benefit of the parties hereto and the Secured Parties, and their respective successors and assigns; provided however, that any municipal securities dealer may rely upon the covenant set forth in Section 1.10 hereof as part of its undertaking of due diligence and reasonable investigation in connection with the primary offering of the Bonds.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Consent Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

LINDEN ROSELLE SEWERAGE AUTHORITY

By:  _____

Name: David Brown, II

Title: Executive Director

Date:

**UMB Bank, N.A.
as Trustee**

By: _____

Name:

Title:

ARIES LINDEN, LLC

By: _____

Name:

Title:

Exhibit A to
Consent Agreement

Definitions: Rules of Interpretation

- 1.1 Terms not otherwise defined in this Consent Agreement or in this Exhibit have the meaning set forth in the Assigned Agreements.
- 1.2 A reference to a party includes a reference to its permitted transferees, designees and assigns.
- 1.3 A reference to any agreement includes such agreement as amended, restated, modified or otherwise supplemented from time to time in accordance with its terms.
- 1.4 The following capitalized terms have the following meaning in this Consent Agreement:

“Bond Documents” means the Indenture, the Loan Agreement, the Mortgage and Security Agreement, the Collateral Assignment of Project Documents, the Intercreditor Agreement and any other agreement between Aries, Issuer and/or Trustee primarily related to the Bonds.

**Exhibit B to
Consent Agreement**

**Payment Instructions
for Accounts**

Amounts payable by the Contracting Party shall be paid to the following account:

Account Name:

Bank Name:

Account Number:

SWIFT Code:

Bank Address:

EXHIBIT B

Owner Estoppel Certificate and Agreement

_____, 2019

Aries Linden, LLC
c/o Aries Clean Energy, LLC
4037 Rural Plains Circle, Suite 290
Nashville, TN 37064
Attn: Gregory L. Bafalis, CEO

Union County Improvement Authority

Attn: Executive Director

UMB Bank, N.A.
Corporate Trust & Escrow Services
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402
Attn: Katie Carlson

OWNER ESTOPPEL CERTIFICATE AND AGREEMENT

Re: Use and Occupancy Agreement dated _____ as amended and supplemented (as so amended and supplemented, the "Agreement") by and between the Linden Roselle Sewerage Authority, a body corporate and politic of the State of New Jersey ("Owner"), and Aries Linden, LLC, a Delaware limited liability company ("User"), for real property more particularly described in the Agreement (the "Premises"), which property is a portion of the property known as 5005 South Wood Avenue, Linden, New Jersey 07036 (the "Property").

Ladies and Gentlemen:

You have informed us that User and/or its members, subsidiaries or affiliates (individually and collectively, "User") intend to obtain bond financing (the "Bond Financing") from the Union County Improvement Authority ("UCIA"), which financing will finance or refinance a portion of the cost of the development, acquisition, and installation of a bio-solids gasification facility (the "Facility") located on a portion of the Property. The Bond Financing will be secured by, among other things, a Mortgage in favor of UMB Bank, N.A., trustee under the Bond Financing ("Trustee"), as mortgagee thereunder, encumbering User's interest in the Premises and the User's right to use and occupy improvements located or constructed thereon (the "Mortgage"). As a condition precedent thereto, User, UCIA, Trustee, the parties holding the bonds issued in connection with the Bond Financing, and their successors and assigns have requested this estoppel certificate and agreement ("Certificate and Agreement"), pursuant to which Owner certifies as to certain facts with respect to the Agreement and grants to the Trustee certain additional lender's rights. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

Owner hereby certifies and agrees as follows:

1. The executed Agreement attached as Exhibit A hereto is a true, correct and complete copy of the Agreement, as amended and supplemented.
2. The Agreement is in full force and effect and has not been assigned, modified, supplemented or further amended in any way. The Agreement, contains all of the understandings and agreements between Owner and User.
3. The commencement date of the Agreement is _____. The current expiration date for the Agreement is ____ 20 _____. User has up to three (3) options to extend the term of the Lease for an additional five (5) years each.
4. All payments due under the Agreement through the date hereof have been paid in full as of the date hereof.
5. User is not in default under the Agreement and, to Owner's actual knowledge, but without an investigation, has not committed any violation of the Agreement which with the passage of time or giving of notice or both would constitute a default under the Agreement.
6. Owner has no actual knowledge, and has received no notice, of any default by it under the Agreement or of any violation by it under the Agreement which with the passage of time or giving of notice or both would constitute a default by it under the Agreement.
7. Owner has no actual knowledge that User has sublet the Premises or assigned the Agreement.
8. Owner is the fee simple owner of the Property. Owner has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Property and there are no mortgages, deeds of trust or other security interests encumbering Owner's interest in the Property. No third party has any option or preferential right to purchase all or any part of the Property.
9. Owner has approved the plans and specifications for the construction and installation of the "Facility," other than in respect of permits not yet necessary and that are obtainable in the ordinary course of business.
10. User has no options or rights of first refusal not contained in the Agreement with respect to purchasing the Property, the Premises, or any portion of either.
11. Owner has no options or rights to terminate the Agreement except in accordance with the terms of the Agreement.
12. Owner consents to the encumbering of User's interest in the Premises pursuant to the Mortgage.

13. Owner has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against the Property.
14. Owner has not received written notice that it is in violation of any governmental law or regulation applicable to the Property and its operation including, without limitation, any environmental laws, and has no reason to believe that there are grounds for any claim of any such violation.

Owner represents and warrants to User that Owner has good and marketable title to the Property. In addition, Owner warrants and covenants that Owner will not enter into any agreements which would prevent User from occupying and/or using the Premises as provided in the Agreement.

In connection with the Bond Financing and the Mortgage securing the same, Owner agrees that Trustee, in its capacity as mortgagee under the Mortgage, together with the other "Bond Financing Parties" (as defined below) and any subsequent lender who acquires a mortgage permitted under the Agreement on the Premises, shall be afforded the additional rights set forth on Schedule "I" attached hereto under the Agreement. To the extent of any conflict between the Agreement and this Certificate and Agreement, this Certificate and Agreement shall control.


The statements contained herein may be relied upon and run to the benefit of the entities to which this Certificate and Agreement is addressed and their respective affiliates, together with the following entities and their successors or assigns: (i) UCIA, (ii) the holder of any debt ("Debt") related to the Bond Financing, (iii) the holder of any debt securities ("Debt Securities") secured, directly or indirectly, by any interest in the Debt, (iv) any servicer or agent acting on behalf of the holders of the Debt and/or Debt Securities, and (v) any rating agencies involved in the securitization of the Bond Financing (the parties identified in items (i) through (v) being collectively referred to as the "Bond Financing Parties"). Additionally, the additional rights contained in Schedule "I" run to the benefit of the Bond Financing Parties.

Very truly yours,

OWNER:

LINDEN ROSELLE SEWERAGE AUTHORITY APPROVED AS TO FORM BY:

By: 
David Brown
Executive Director

By: 
Sean R. McGowan, Esq.
FOR BERTONE PICCINI LLP
Authority Counsel

Address: 5005 South Wood Avenue,
Linden, New Jersey 07036
Attn: Executive Director

[Signature page to Owner Estoppel Certificate and Agreement]

RATIFIED AND CONFIRMED:

LESSEE:

ARIES LINDEN, LLC,
a Delaware limited liability company

By: Aries Project Company, LLC
A Delaware limited liability company,
its sole member

By: Aries Clean Energy, LLC
A Delaware limited liability company,
its sole member

By: _____
Greg Bafalis, Chief Executive Officer

SCHEDULE "1"

WHEREAS, Owner and User have entered into the Agreement whereby User has acquired a long term use and occupancy interest in the Premises; and

WHEREAS, as part of the Bond Financing, a mortgage will be entered into encumbering User's interest in the Premises and the improvements thereon (the "Encumbered Property"), which mortgage names Trustee as mortgagee (together with its successors and assigns and any subsequent lender who acquires a mortgage on the Premises, the "Mortgagee") and will be recorded in the office of the Clerk in and for Union County (together with all renewals, extensions, modifications, supplements, consolidations and restatements of such mortgage, the "Mortgage"). The term "Mortgagee," as used herein, shall include Mortgagee's nominee or any purchaser of the Encumbered Property at foreclosure, as appropriate (e.g., in connection with the right to cure, right to demand a new lease, etc.); and

WHEREAS, in connection with consummating the Bond Financing, the Bond Financing Parties have requested that Owner give certain assurances regarding additional rights and remedies being afforded the Bond Financing Parties under the Agreement that Owner is willing to give, subject to the terms and conditions of this Schedule "1".

NOW, THEREFORE, in order to induce the Bond Financing Parties to consummate the Bond Financing, Owner agrees as follows:

1. Notices. A copy of any and all notices or other communications to be given by Owner to User in connection with an alleged default or violation under the Agreement shall be given by Owner to Mortgagee at the same time and in the same manner as provided in the Agreement. Notices to Mortgagee shall be addressed as follows (unless notice has been previously given of a new address):

UMB Bank, N.A.
Corporate Trust & Escrow Services
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402
Attn: Katie Carlson
Facsimile No.: 612-337-7039

Notices to Owner, or User shall be addressed as shown on the signature page of the Estoppel Certificate to which this Schedule 1 is attached.

Owner's execution of this Certificate and Agreement shall be deemed Owner's acceptance of the request for this Certificate and Agreement as a written request for a copy of notices of default under the Agreement for purposes of Article 20 of the Agreement.

2. Intentionally omitted
3. Procedure upon User's Default.

(a) If a default shall occur which entitles Owner to terminate the Agreement, Owner shall have no right to terminate the Agreement or exercise its other rights (i.e., take possession of the Encumbered Property) unless Owner shall deliver written notice ("Owner Termination Notice") to Mortgagee of Owner's intent to so terminate (i) at least 15 days in advance of the proposed effective date of such termination or the exercise of its other rights if such default is capable of being cured by the payment of money, and (ii) at least 30 days in advance of the proposed effective date of such termination or the exercise of its other rights if such default is not capable of being cured by the payment of money (hereinafter, the "Termination Notice Period"). During such 15- or 30- day Termination Notice Period, the Mortgagee shall, in connection with any default reasonably capable of being cured by the Mortgagee, notify Owner in accordance with Article 20 of the Agreement of Mortgagee's desire to cure the default and in good faith, shall deliver a report as described in Article 20 of the Agreement, and shall with reasonable diligence and continuity, commence to cure such requirement of the Agreement then in default.

However, in the event a default by User occurs in the performance or observance of any non-monetary term, covenant, condition or agreement on User's part to be performed under the Agreement which cannot practicably be cured by Mortgagee without taking possession of the Encumbered Property, then Owner shall not serve a notice of election to terminate or otherwise exercise remedies under or in respect of the Agreement, or otherwise terminate the use and occupancy estate or any other estate, right, title or interest of User hereunder by reason of such default without allowing Mortgagee reasonable time within which to obtain possession of the Encumbered Property (through the appointment of a receiver or otherwise), and, upon obtaining possession, to commence and diligently prosecute to completion such action as may be necessary to cure such default. Mortgagee shall not be required to continue to proceed to obtain possession, or to continue in possession, of the Encumbered Property pursuant to the foregoing if and when such default shall be cured. If Mortgagee, or its nominee, or a purchaser at a foreclosure sale, shall acquire title to the use and occupancy estate hereunder, and shall cure all defaults of User (except with respect to such defaults that cannot be cured because they are personal to User) which are reasonably susceptible of being cured, then the defaults of the prior tenant which are not susceptible of being cured by Mortgagee (or by such nominee or purchaser) because they are personal to User shall be deemed waived.

(b) If Mortgagee is complying with this Section 3, upon the acquisition of User's use and occupancy interest in the Premises by Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, the Agreement shall continue in full force and effect as if User had not defaulted under the Agreement, subject to such parties' right to request the execution of the "New Agreement" (as defined below), as provided for in Section 6 below.

(c) For the purpose of this Section 3, the making of the Mortgage shall not be deemed to constitute an assignment or transfer of the Agreement or of the estate thereby created, nor shall Mortgagee, as such, be deemed to be an assignee or transferee of the Agreement or of the estate thereby created so as to require Mortgagee, as such, to assume the performance of any of the terms, covenants, or conditions on the part of the User to be performed hereunder, but the purchaser at any sale of the Agreement in any proceedings for the foreclosure of the Mortgage, or the assignee or transferee of the Agreement and of the estate thereby created under any instrument of assignment or transfer in lieu of the foreclosure of the Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section 3, and shall be deemed to have agreed to

perform all the terms, covenants and conditions on the part of the User to be performed under the Agreement from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the estate under the Agreement.

4. Right to Cure; Mortgagee Need Not Cure Specified Defaults. Upon default by the User, Mortgagee shall use commercially reasonable efforts to perform any term, covenant, condition or agreement and to remedy any default by User under the Agreement, and Owner shall accept such performance by Mortgagee with the same force and effect as if performed by User, provided that if Mortgagee fails to commence a cure on a timely basis, Owner may proceed with its remedies in accordance with the Agreement, subject to the provisions of Section 3 above. Except in the case of defaults which cannot practically be cured by Mortgagee or cannot be cured by Mortgagee without taking possession of the Encumbered Property, Mortgagee shall have the period set forth in Section 3 above within which to remedy any default of User hereunder or cause such default to be remedied. Owner and User hereby authorize Mortgagee to enter upon the Encumbered Property to the same extent allowed User under the Agreement to effect the cure of a default by User. In the event there is a restraint which precludes Mortgagee from taking any actions hereunder or otherwise (such as a judicial order or administrative order including, without limitation, an automatic stay), all applicable grace periods shall be extended by a period equal to the period of such restraint, so long as Mortgagee is acting with commercially reasonable diligence to remove such restraint. Any default by the User which cannot be cured by Mortgagee because it is personal to User shall not prohibit Mortgagee from exercising its rights hereunder. For purposes of the Agreement, defaults deemed to be "personal" to User shall include but shall not be limited to (i) the failure to deliver books and records (including financial statements and balance sheets), (ii) the failure to deliver licenses and permits issued directly to User (iii) the bankruptcy or reorganization of User, and (iv) the failure to maintain User's limited liability existence. In furtherance of the foregoing, nothing contained in this Section 4 or Sections 2 and 3 above shall require Mortgagee or its designee as a condition to its exercise of rights hereunder, or as a condition of entering into the New Lease, as provided below, to cure any default of User not reasonably capable of being cured by such Mortgagee or its designee.

5. Mortgagee Right to Transfer; Limitation of Liability. Notwithstanding any other provisions of the Agreement, any sale of the Agreement and of the estate thereby created in any proceedings for the foreclosure of any mortgage, or the assignment or transfer of the Mortgage and of the estate thereby created in lieu of the foreclosure of any mortgage shall be deemed to be a permitted sale, transfer or assignment of the Agreement and of the estate thereby created. The purchaser at any sale of the Agreement in any proceedings for the foreclosure of the Mortgage, or the assignee or transferee of the Agreement and of the estate thereby created under any instrument of assignment or transfer in lieu of the foreclosure of the Mortgage, shall promptly notify Owner of such purchase, assignment or transfer, provide Owner with notice addresses for the new lessee party, and shall, prior to taking possession of the estate under the Agreement, assume and agree in writing to perform all the terms, covenants and conditions on the part of the User to be performed under the Agreement from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the estate under the Agreement (which assumption agreement shall be delivered to Owner prior to User's taking possession of the estate under the Agreement). Mortgagee shall have no liability under the Agreement until such time as it takes possession of the Encumbered Property pursuant to the Mortgage and commences operating the

Facility, and then only from and after the date it takes possession of the Encumbered Property and commences operating the Facility until it transfers the Encumbered Property.

6. Termination of Agreement: New Agreement to Mortgagee. In the event the Agreement is terminated for any reason or if the Agreement is disaffirmed or rejected pursuant to bankruptcy law or other laws affecting creditors' rights, the Mortgagee, by notice to Owner, may request that Owner enter into a new agreement with respect to the Encumbered Property (the "New Agreement") and Owner, subject to the remainder of this Section 6 and the laws of New Jersey governing body politics of the State of New Jersey, shall enter into the New Agreement with the Mortgagee (or its nominee) within 60 days after the giving of such notice by the Mortgagee, provided that (i) the Mortgagee (or its nominee), to the extent applicable, shall have cured or commenced (and prosecutes with commercially reasonable diligence) the cure of any defaults of the User specified in the applicable Owner Termination Notice that are reasonably susceptible of being cured (e.g., not personal to User, as described in Section 3, above) and (ii) the user under the New Agreement has entered into an arrangement with a third party operator reasonably capable of operating the Facility or is someone reasonably capable of operating the Facility itself. The New Agreement shall commence, and rent and all other obligations of User under the New Agreement shall accrue, as of the date the New Agreement is entered into. The term of the New Agreement shall continue for the period which would have constituted the remainder of the term of the Agreement had the Agreement not been terminated, and shall be upon all of the terms, covenants, conditions, conditional limitations, and agreements contained herein which were in force and effect immediately prior to the termination of the Agreement. The New Agreement shall be superior to all rights, liens, estates, titles and interests, other than those to which the Agreement shall have been subject immediately prior to termination and those matters to which the Agreement may, by its terms, become subject ("Permitted Encumbrances").

7. Insurance and Condemnation Proceeds. Owner acknowledges that Mortgagee may be named as an additional insured and loss payee under all insurance policies maintained by User, and all such policies naming Mortgagee shall provide that insurance proceeds will be paid to Mortgagee, but made available by Mortgagee for use in reconstructing the Facility, unless otherwise agreed to between Mortgagee and User. All insurance and condemnation proceeds and awards paid or payable to Mortgagee in connection with the Facility and the Encumbered Property shall be applied in accordance with the Mortgage or, if no provisions govern the same, as Mortgagee instructs. Mortgagee shall be entitled to participate in any settlement discussions involving Owner and any condemning authority with respect to the Premises.

8. Multiple Mortgages. Owner acknowledges that to the extent there are multiple mortgages encumbering the Premises, the Mortgage shall receive the benefits of the protections hereunder first.

9. Sale of Property to User or Affiliates. Owner shall not sell the Property or the Premises (or any portion of either) to User or its affiliates or subsidiaries without obtaining Mortgagee's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

10. Estoppel Certificate. Owner shall, without charge, and in the same form and manner as provided under Section _____ of the Agreement, provide Trustee with an estoppel certificate

regarding the Agreement upon request. Upon Owner's written request to User from time to time, User agrees to request from Mortgagee, as provided in the Mortgage, an estoppel certificate regarding the status of the indebtedness secured by the Mortgage and upon receipt from Mortgagee, to deliver such estoppel certificate to Owner.

11. Mortgagee, Consent. Owner agrees that without the prior written consent of Mortgagee which shall not be unreasonably withheld, Owner shall not (i) amend, modify, terminate or cancel the Agreement or enter into any extensions or renewals thereof, (ii) accept a surrender of the Agreement, (iii) mortgage its fee interest in the Premises or the improvements on the Premises, (iv) permit the subordination of the Agreement to any mortgage encumbering Owner's fee interest the Premises, or (v) in the event of any bankruptcy of User, file any application seeking to reject the Agreement under the United States Bankruptcy Code. Any such purported action without Mortgagee's consent shall not be enforceable as to Mortgagee..

12. No Merger. If the use and occupancy interest created by the Agreement in the Premises are ever commonly held, then they shall remain separate and distinct estates and shall not merge without consent by Mortgagee.

EXHIBIT A
AGREEMENT

COPY TO BE ATTACHED PRIOR TO EXECUTION

EXHIBIT C

Memorandum of Agreement

6. This Memorandum of Agreement is entered into for recordation purposes only, and shall not be deemed in substitution of, or to supersede, or in any way modify, amend or supplement the License.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed as of the date first above written.

LINDEN ROSELLE SEWERAGE AUTHORITY

By: 
Ralph Strano, Chairman

By: 
Derek Armstead, Secretary

ARIES LINDEN, LLC
A Delaware limited liability company


By: Aries Project Company, LLC, a Delaware limited liability company, its sole member

By: Aries Clean Energy, LLC, a Delaware limited liability company, its sole member

By: _____
Name:
Title:

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

BE IT REMEMBERED, that on this 29 day of October, 2019, before me, the subscriber, personally appeared Ralph Spence, who, I am satisfied, is the person named in and who executed the within Instrument as the Chairman of Linden Roselle Sewerage Authority, the Authority named therein and he acknowledged that the said instrument was made by the Authority and delivered by him on behalf of the Authority, as the act and deed of the said Authority made by virtue of proper authority from the Authority.



NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: _____
Attorney at Law
State of New Jersey

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

BE IT REMEMBERED, that on this _____ day of _____, 2019 before me, the subscriber, personally appeared, _____, who, I am satisfied, is the person who signed the within instrument as _____ of Aries Linden, LLC, the limited liability company named therein and he/she thereupon acknowledged that the said instrument was made by the company and delivered by him/her as the voluntary act and deed of the company made by virtue of the authority from its members.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: _____

EXHIBIT A

EXHIBIT D

Affidavit of Title

AFFIDAVIT OF TITLE (CORPORATION)

STATE OF NEW JERSEY

COUNTY OF UNION

The Officer(s) of Linden Roselle Sewerage Authority say(s) under oath:

1. **Officers.** We are the officers of Linden Roselle Sewerage Authority, a body corporate and politic of the State of New Jersey having an address at 5005 S. Wood Avenue, Linden, NJ 07036. The Corporation will be called the "Corporation" and sometimes simply "it" or "its". The Chairman of the Corporation is Ralph Strano, the Secretary is Derek Armstead, and the Executive Director is David Brown, all having a business address at 5005 S. Wood Avenue, Linden, NJ.

We are fully familiar with the business of the Corporation. We are citizens of the United States, at least eighteen (18) years old and are fully familiar with the By-Laws of the Corporation.

2. **Representations.** These statements are true to the best of our knowledge, information and belief.
3. **Corporate Authority.** The Corporation is the only owner of property located at 4001 Tremley Point Road, Municipality of Linden, Union County, State of New Jersey.

A portion of this property is to be licensed by the Corporation to Aries Linden, LLC (the "Tenant"), a Delaware limited liability company, pursuant to a Use and Occupancy Agreement. The portion of the property to be licensed to Tenant is referred to herein as the "property." The term property does not refer to the remainder of the real property located at 4001 Tremley Point Rd., Linden, NJ that is not being licensed to the Tenant.

This action, and the making of this affidavit of title, have been duly authorized by a proper resolution of the Board of Commissioners of the Corporation. A copy of this resolution, bearing the seal of the Corporation, is attached and made a part of this affidavit. The Corporation is legally authorized to transact business in New Jersey. It has paid all state franchise taxes presently due. Its charter, franchise and corporate powers have never been suspended or revoked. It is not restrained from doing business nor has any legal action been taken for that purpose. It has never changed its name or used any other name.

4. **Approval by Shareholders.** (check one)

☐ Shareholder approval is not required

☐ This is a sale of all or substantially all of the assets of the Corporation. The sale is not made in the regular course of the business of the Corporation. A copy of the authorization and approval of the shareholders is attached.

5. **Ownership and Possession.** The Corporation has owned this property since at least December 31, 1974. Since that date no one has questioned its right to possession or ownership. The Corporation is in possession of this property. There are no tenants or other occupants of this property.
6. **Improvements.** No additions, alterations or improvements are now in progress or have been made to this property since. It has always obtained all necessary certificates of occupancy and permits. All charges for municipal improvements such as sidewalks, curbs, sewers or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. The Corporation is not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified it that money is due and owing for construction or repair work on this property.

AFFIDAVIT OF TITLE (CORPORATION)

(continued)

7. **Liens or Encumbrances.** The Corporation has not allowed any interests (legal rights) to be created which affect its ownership or use of this property the license agreement that the Corporation has signed with Tenant. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. The Corporation does not have any pending lawsuits or judgments against it or other legal obligations which may be enforced against this property. It does not owe any municipal, alcoholic beverage, corporate franchise, social security, unemployment or disability tax payments. No bankruptcy or insolvency proceedings have been started by or against it, nor has it ever been declared bankrupt. Other than the security interests held by the bondholders of bonds issued to the Corporation, no one has any security interests in any personal property or fixtures on this property. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against the Corporation, but against others with the same or similar names.

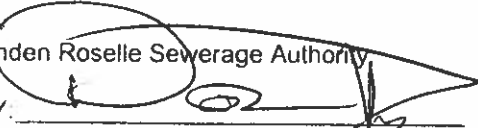
8. **Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this sale.

The Corporation has allowed security interests to be filed against its real property, personal property and fixtures located at 4001 Tremley Point Rd., Linden, NJ to secure the bondholders of bonds issued to the Corporation.


The Sellers have been advised that recognizances and/or abstracts or recognizances of bail are not being indexed among the records of the Union County Clerk/Register's office and that the Title Company and/or Mortgagee will rely on the truthfulness of this statement. The undersigned hereby certifies that there are no recognizances filed against the undersigned as either principal or surety on the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against the Corporation by the Division of Motor Vehicles.

9. **Reliance.** The Corporation makes this affidavit in order to induce the issuers of bonds providing financing to the Tenant to accept the license that the Tenant has with the Corporation. It is aware that the Tenant, their bondholders and the Tenant's Title Insurer will rely on its truthfulness and the statements made in this affidavit.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Linden Roselle Sewerage Authority
BY: 
David Brown, Executive Director

Signed and sworn to before me on October 23, 2019.


Notary Public Sam R. McLaure
Attorney at Law
State of New Jersey

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #86-19

WHEREAS, the Linden Roselle Sewerage Authority ("LRSA" or "Authority") has previously approved a request, by way of Resolution #31-19, from CITGO Holdings Terminals Corp. ("Citgo") for the LSRA to permit a Pipeline Cathodic Protection System ("CP System") within an easement held by Citgo (the "Citgo Easement") dated October 5, 1955 on property owned by the LSRA at Lot 21, Block 587 in the City of Linden (the "LSRA Property"), and which is annexed hereto as Exhibit A; and

WHEREAS, Citgo has now advised that a portion of the ground bed for the CP System will need to be installed outside of the Citgo Easement, which can be seen on the proposed survey and legal description showing the location of the CP System annexed hereto as Exhibit B; and

WHEREAS, the Citgo has requested that the Citgo Easement be amended to include the area where the CP System will be installed as shown on Exhibit B; and

WHEREAS, the Authority's management and professionals have reviewed the proposed amendment to the Easement to ensure that the Authority's interests are protected and have explained to the Authority's Commissioners the purpose and intent of the Citgo Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Citgo Easement be amended to include the area where the CP System will be installed as shown in Exhibit B. The Citgo Easement shall now include the area where the CP System will be installed. This amendment to the Citgo Easement shall cease and automatically terminate when the CP System is removed with no further action necessary on the part of the Authority, but such termination shall have no effect on the original Citgo Easement which shall remain in effect after the termination of the amendment to the Citgo

Easement. All terms, conditions and obligations of the original Citgo Easement shall apply to the area where the CP System is to be installed.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the expansion of the Citgo Easement be subject to approval from the Bond Trustee of the Authority, and the Authority's Consulting Engineer is authorized to file and execute all certifications necessary to request and obtain the Bond Trustee's approval. The costs incurred by the Authority and the Bond Trustee for requesting and providing the approval of the Bond Trustee shall be the sole responsibility of Citgo.

NOW, THEREFORE BE IT FURTHER RESOLVED, that upon approval of the Bond Trustee of the Authority, Citgo may record this Resolution at its sole cost and expense to document the expansion of the Citgo Easement.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 23, 2019.


Derek Armstead, Secretary


Ralph Strano, Chairman

[illegible]

BE IT REMEMBERED, that on this 23rd day of October, 2019, before me, the subscriber, personally appeared Ralph Strano, who, I am satisfied, is the person named in and who executed the within Instrument as the Chairman of Linden Roselle Sewerage Authority, and Derek Armstead, who, I am satisfied, is the person named in and who executed the within Instrument as the Secretary of the Linden Roselle Sewerage Authority named herein and they acknowledged that the said instrument was made by the Authority and delivered by themselves on behalf of the Authority, as the act and deed of the said Authority made by virtue of proper authority from the Authority.



Sean R. McGowan, Esq.
Attorney-at-Law
State of New Jersey

EXHIBIT A
CITGO EASEMENT

R-16 10/1/55
Cities
Linden

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made this 5th day of October, 1955 between CITIES SERVICE OIL COMPANY, a Pennsylvania Corporation authorized to transact business in the State of New Jersey, having an office at 70 Pine Street, New York 5, New York (hereinafter referred to as "CITIES") and LINDEN-ROSELLE SEWERAGE AUTHORITY, a corporate body politic of the State of New Jersey with offices at South Wood Avenue, Linden, New Jersey (hereinafter referred to as "AUTHORITY").

W I T N E S S E T H:

WHEREAS, Cities has heretofore maintained certain pipe lines on the lands of the Central Railroad Company of New Jersey, located at the southeasterly intersection of the South Wood Avenue and the Southeasterly side of the Right of Way of said Railroad Company, by virtue of an agreement between Cities and said Railroad Company dated December 7, 19¹³2, and

WHEREAS said lands were conveyed by said Railroad Company to the Authority on February 27, 1951, and

WHEREAS Cities desires the right and privilege to maintain said pipe lines on the lands of the Authority as heretofore.

NOW, THEREFORE, in consideration of the covenants hereafter set forth, it is mutually agreed as follows:

1. For and in consideration of the sum of SEVEN HUNDRED (\$700.00) DOLLARS, receipt of which is hereby acknowledged, the Authority hereby grants unto Cities its successors and assigns, the right, privilege and authority to maintain and operate four (4) 10" petroleum products pipe lines under ^{10" 10"} ~~and convey~~ the strip of land 10 lineal feet in width belonging to the Authority in the City of Linden, County of Union, State of New Jersey, the median line of which strip is situate and described as follows:

BEGINNING at a point in the common boundary of property of the Authority and property of the Central Railroad of New Jersey, which point is approximately 55 feet North of the westerly corner of said properties, which corner is the center line of the Old Wood Avenue Bridge abutment, and proceeding South 61° 13' 0" East a distance of approximately 661.05 feet to a point in the Easterly common boundary of property of the Authority and property of the Central Railroad Company of New Jersey, which point is approximately 25.23 feet North of the extreme Southeasterly point of property of the Authority as measured along the Easterly common boundary described above.

TO HAVE AND TO HOLD all and singular the aforesaid rights and privileges unto the said Cities, its successors and assigns, forever.

SUBJECT to the further terms and conditions hereof.

2. Cities shall have the right of ingress to and egress under upon and across the Authority's land adjoining the said pipe lines for the purpose of inspecting, removing and maintaining the said pipe lines, and for doing anything necessary, useful or convenient for the enjoyment of the rights and privileges herein granted, subject to such reasonable rules and regulations as may be prescribed from time to time by the Authority.

3. Cities takes this easement subject to any and all prior grants and the Authority retains all its title and interest subject to the easement granted hereby, including the right to grant hereafter further easements, provided however, that such further easement shall not unreasonably interfere with the rights herein granted.

4. The easement granted hereunder shall terminate and come to an end when, and in the event that, Cities or its successors and assigns, shall cease to use said pipe lines for a period of one year, and upon such termination Cities shall, at the option of the Authority, its successors or assigns, upon 30 days written notice, remove such pipe lines and restore the premises to its then grade. Cities agrees, at its own expense and cost, to maintain and use said pipe lines in such manner and in such condition as shall conform to the laws, ordinances and regulations of all governmental authorities having jurisdiction.

Cities, for itself, its successors and assigns assumes the sole liability for, and hereby releases, relinquishes and discharges and agrees to defend, indemnify, protect and save harmless the Authority, its successors and assigns, of and from any and all claims, demands and liability whatsoever, for any loss or damage to property belonging to either of the parties hereto, or to third persons, and for any injuries to, or death of persons, whether they be third persons or employees of either of the parties hereto, caused by, growing out of, or in any way connected with Cities maintenance, repair, inspection, operation, reconstruction or removal of said pipe lines or the grant of this easement and Cities operation hereunder.

5. This writing covers in its entirety the agreement between the parties hereto and no verbal representation or statements have been or shall be made modifying, adding to, or changing the terms of this agreement.

6. All notices required hereunder shall be in writing and shall be deemed to have been duly given when placed in the United States Mails, Postage Prepaid, enclosed in an envelope addressed to the party to be notified at its place of business hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized and their corporate seals to be affixed the day and year first above written.

Attest:

Geo. S. Lyon
Ass't. Secretary

CITIES SERVICE OIL COMPANY

By A. Kelley

Vice President

By [Signature]

Secretary

Attest:

Otto R. Kainig
Secy

LANDEN-ROSELLE SEWERAGE AUTHORITY

Franklin [Signature]
Chairman

Approved	Cy	1-17
Form:		8-11-15
Terms:		10-1-15

GHC/EN
10/4/55

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED THAT ON THIS 5th DAY OF October
IN THE YEAR ONE THOUSAND NINE HUNDRED AND FIFTY-FIVE, BEFORE ME,
THE SUBSCRIBER, PERSONALLY APPEARED GEORGE B. LYON WHO, BEING BY
ME DULY SWORN ON HIS OATH, DOTH DEPOSE AND MAKE PROOF TO MY
SATISFACTION, THAT HE IS THE ASSISTANT SECRETARY OF THE GRANTEE
NAMED IN THE WITHIN INSTRUMENT; THAT JOSEPH A. KELLEY IS THE
VICE PRESIDENT AND R. A. CUTHBERTSON IS THE SECRETARY OF SAID
CORPORATION; THAT THE EXECUTION, AS WELL AS THE MAKING OF THIS
INSTRUMENT HAS BEEN DULY AUTHORIZED BY A PROPER RESOLUTION OF THE
BOARD OF DIRECTORS OF SAID CORPORATION; THAT DEPONENT WELL KNOWS
THE CORPORATE SEAL OF SAID CORPORATION; AND THE SEAL AFFIXED
TO SAID INSTRUMENT IS SUCH CORPORATE SEAL WAS WAS THERETO AFFIXED
AND SAID INSTRUMENT SIGNED AND DELIVERED BY SAID VICE PRESIDENT
AND SECRETARY, AS AND FOR THEIR VOLUNTARY ACT AND DEED AND AS
AND FOR THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, IN
PRESENCE OF DEPONENT, WHO THEREUPON SUBSCRIBED HIS NAME THERETO
AS WITNESS.

SWORN TO AND SUBSCRIBED BEFORE ME
AT New York, N.Y.
THE DATE AFORESAID

Erle C. Herman
NOTARY PUBLIC

ERLE C. HERMAN
Notary Public, State of New York
No. 30-1760950
Qualified in Nassau County
Certificates filed in the following offices:
County Clerk, New York County
Term Expires March 30, 1957

George B. Lyon

STATE OF NEW JERSEY }
COUNTY OF } ss.:

BE IT REMEMBERED THAT ON THIS DAY OF
IN THE YEAR ONE THOUSAND NINE HUNDRED AND FIFTY-FIVE, BEFORE ME,
THE SUBSCRIBER, PERSONALLY APPEARED WHO,
BEING BY ME DULY SWORN ON HIS OATH, DOTH DEPOSE AND MAKE PROOF
TO MY SATISFACTION, THAT HE IS THE OF THE
GRANTOR NAMED IN THE WITHIN INSTRUMENT; THAT IS
THE OF SAID CORPORATION; THAT THE EXECUTION,
AS WELL AS THE MAKING OF THIS INSTRUMENT HAS BEEN DULY AUTHORIZED
BY A PROPER RESOLUTION OF THE BOARD OF DIRECTORS OF SAID CORPORA-
TION; THAT DEPONENT WELL KNOWS THE CORPORATE SEAL OF SAID
CORPORATION; AND THE SEAL AFFIXED TO SAID INSTRUMENT IS SUCH
CORPORATE SEAL AND WAS THERETO AFFIXED AND SAID INSTRUMENT SIGNED
AND DELIVERED BY SAID , AS AND FOR HIS
VOLUNTARY ACT AND DEED AND AS AND FOR THE VOLUNTARY ACT AND DEED
OF SAID CORPORATION, IN PRESENCE OF DEPONENT, WHO THEREUPON SUB-
SCRIBED HIS NAME THERETO AS WITNESS.

SWORN TO AND SUBSCRIBED BEFORE ME
AT
THE DATE AFORESAID

NOTARY PUBLIC

STATE OF NEW JERSEY:

ss:

COUNTY OF UNION :

BE IT REMEMBERED, that on this 26th day of October, in the year of Our Lord One Thousand Nine Hundred and Fifty-five, before me, the subscriber, a Master of the Superior Court of New Jersey, personally appeared OTTO P. KALNING, Secretary of The Linden Roselle Sewerage Authority, a public body politic and corporate, one of the parties named in the within Instrument; that Franklin Hudson is the Chairman of The Linden Roselle Sewerage Authority; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of The Linden Roselle Sewerage Authority; that deponent well knows the corporate seal of said body politic and corporate and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said instrument was signed and delivered by said Chairman as and for his voluntary act and deed and as and for the voluntary act and deed of said body politic and corporate, in the presence of deponent, who thereupon subscribed his name thereto.

Otto P. Kalning

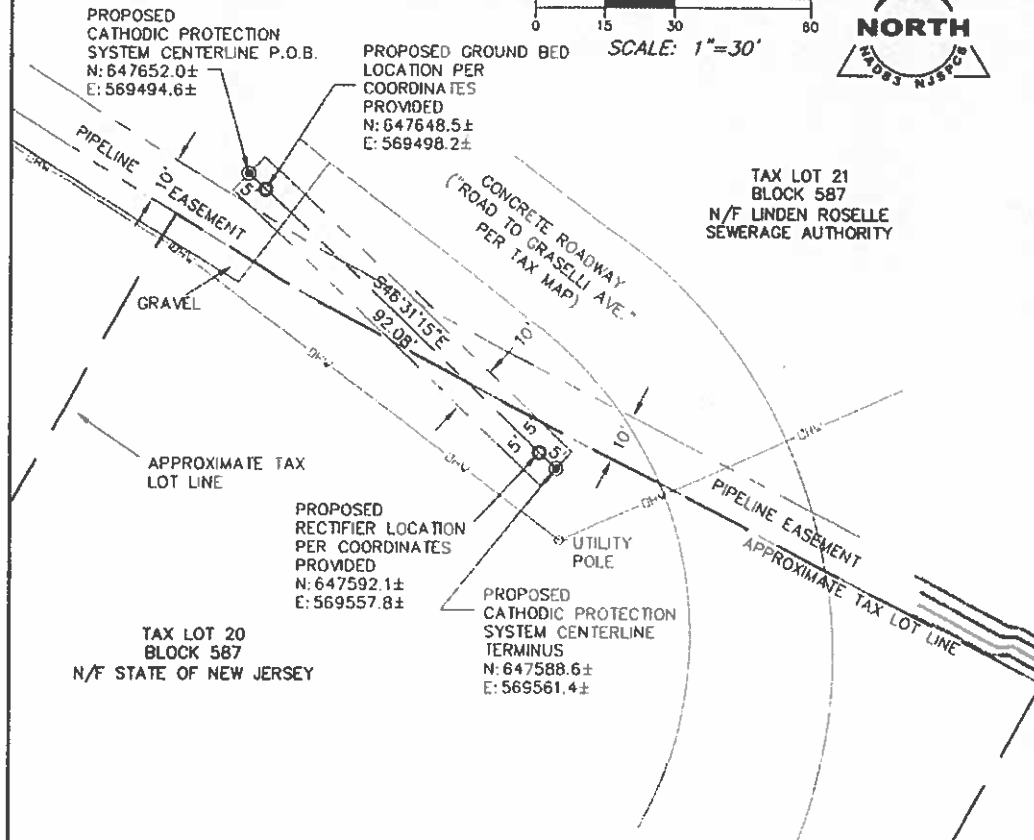
Sworn and subscribed to
before me this 26 day
of October, 1955.

Alpha J. Mattingly

A Master, Superior Court
N. J.

EXHIBIT B
SURVEY SHOWING AMENDED EASEMENT

DRAFT



NOTES:

1. THE HORIZONTAL DATUM IS THE NEW JERSEY STATE PLANE COORDINATE SYSTEM NAD83 DETERMINED BY DIFFERENTIAL GPS ON AUGUST 20, 2019 USING THE NGS CORS SYSTEM, REFERENCE STATION NYPR.
2. THIS BASE MAP DEPICTS LIMITED PHYSICAL IMPROVEMENTS AS THEY EXISTED ON AUGUST 20, 2019. NO ATTEMPT HAS BEEN MADE TO DETERMINE THE LOCATION OF PROPERTY LINES, EASEMENTS OR RIGHT-OF-WAY LINES. LOT LINES HAVE BEEN SCALED PER TAX MAP AND ARE APPROXIMATE.
3. ALL COORDINATES AND ELEVATIONS SHOWN HEREON ARE IN U.S. SURVEY FEET.
4. THE UTILITIES SHOWN HAVE BEEN LOCATED FROM EVIDENCE OBSERVED ON THE SURFACE ONLY. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
5. REFERENCE #1 DESCRIBES THE PIPELINE EASEMENT AS STRIP OF LAND ALONG A SINGLE BEARING. THE PIPELINE EASEMENT SHOWN ON THIS SURVEY IS BASED UPON A BEST FIT OF THE PIPELINE MARKERS IN THE FIELD AND DOES NOT FOLLOW A SINGLE BEARING.

REFERENCES:

1. RIGHT-OF-WAY EASEMENT BETWEEN CITIES SERVICE OIL COMPANY AND THE LINDEN-ROSELLE SEWERAGE AUTHORITY DATED OCTOBER 5, 1955 AND TERMINATES IN TAX LOT 20, BLOCK 587, PROVIDED BY THE CLIENT.
2. "TAX MAP, CITY OF LINDEN, UNION COUNTY, NEW JERSEY" SHEET 128, DATED MARCH 1973, PREPARED BY JOHN A. ZIEMAN, CITY ENGINEER.

**CATHODIC PROTECTION
EASEMENT ACROSS
TAX LOTS 20 & 21, BLOCK 587
CITY OF LINDEN
UNION COUNTY, NEW JERSEY**

JOB NO.: 190805
PROJECT NAME: 190805
DRAWING NO.: 190805_2019-09-12

SCALE: 1"=30'
FIELD BOOK: --



BORBAS SURVEYING & MAPPING, LLC
402 MAIN STREET, BOONTON, NEW JERSEY 07005
Phone (973) 316-8743 www.borbas.com
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28056200

Environmental Site Mapping • Hazardous Materials and Waste Surveys
Aerial Control and GPS Surveys • Topographic and Existing Condition Surveys
Remote Sensing and GIS • Hydrographic/Bathymetric Surveys • ALTA/NSPS Certified Surveys
Transportation and Right of Way Surveys • Deformation and Structure Monitoring Surveys

JOHN D. BEATTIE
NJ PROFESSIONAL LAND SURVEYOR 24G04331900

DRAFT

Date: SEPTEMBER 13, 2019

**Description of a Pipeline Cathodic Protection System Easement Across
Tax Lots 20 and 21 Block 587
in the City of Linden, Union County, New Jersey**

The proposed easement is a ten feet wide strip of land Located on the lands now or formerly Linden-Roselle Sewerage Authority, known as Tax Lot 20 and lands now or formerly State of New Jersey, known as Tax Lot 21 Block 587. Said easement being five feet on either side of the centerline of the cathodic protection system described as follows:

BEGINNING at a point in the lands now or formerly Linden-Roselle Sewerage Authority, Tax Lot 21 Block 587, said point having an approximate NAD83 NJ State Plane Coordinate of North 647652.0 East 569494.6 (measured August 2019) and being North 46 degrees 31 minutes 15 seconds West 5.00 feet from the proposed location of the cathodic protection system ground bed and runs thence;

South 46 degrees 31 minutes 15 seconds 92.08 feet, through the proposed location of the cathodic protection system rectifier to the terminus of the easement. Said easement terminus is distant South 46 degrees 31 minutes 15 seconds 5.00 feet from the proposed location of the rectifier and has an approximate NAD83 NJ State Plane Coordinate of North 647588.6 East 569561.4 (measured August 2019). This easement crosses a ten feet wide petroleum pipeline easement described in a right-of-way agreement between Cities Service Oil Company and the Linden-Roselle Sewerage Authority dated October 5, 1955 and terminates in Tax Lot 20, Block 587.

The location of this easement is dependent upon the placement of the cathodic protection system in the field.

This description is in accordance with a map entitled "Cathodic Protection Easement Across Tax Lots 20 & 21, Block 587, City of Linden, Union County, New Jersey", prepared by Borbas Surveying and Mapping, LLC, dated September 13, 2019.

DRAFT

John D. Beattie, PLS
NJ 24GS04331900
September 13, 2019

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #87-19

AWARDING A CONTRACT FOR AUDITING/CONSULTING SERVICES

WHEREAS, there exists a need for Auditing/Consultant Services for the performance of the annual audit for the year ending December 31, 2019 as required by N.J.S.A. 40:14A-7.1; accounting advice and assistance in preparation of the Linden Roselle Sewerage Authority's Budget and user charge determination for 2020; and for the performance of a Wastewater Treatment Trust Single Audit Report; and

WHEREAS, the Authority has instituted a policy to solicit Proposals for Professional Services pursuant to a Fair and Open process in accordance with N.J.S.A. 19:44A-20.4; and

WHEREAS, the Authority has received in accordance with a public notice, sealed proposals for Auditing/Consultant Services; and

WHEREAS, the Board Members have determined that the award of a contract with Suplee, Clooney & Company in the sum of \$30,200.00 to be in the best interest of the Authority, the said Suplee Clooney & Company having submitted a response to Request for Proposals in a fair and open process under N.J.S.A. 19-44A-20.4 et. seq.; and

WHEREAS, sufficient funds will be made available for the contract in the Authority's 2020 budget, Account No. 01-100-7730 ("Auditor Retainer") as evidenced by the Certifying Finance Officer's certification attached hereto; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of the contract for "Professional Services" without competitive bids and the contract itself must be available for public inspection;

NOW THEREFORE, BE IT RESOLVED, by the Linden Roselle Sewerage Authority as follows:

1. The Chairman and the Secretary are hereby authorized to execute the said contract with Suplee, Clooney & Company in a sum not to exceed \$30,200.00 for a one-year term; and
2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-1 (1) (a), the Local Public Contracts Law, because the subject matter thereof consists of professional services as defined in N.J.S.A. 40A:11-2(6).

3. The notice of this action shall be printed once in The Local Source.
4. This contract is awarded pursuant to a fair and open process as set forth and in accordance with the provisions of N.J.S.A. 19:44A-20.4 et. seq.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 23, 2019.


Derek Armstead, Secretary

LINDEN ROSELLE SEWERAGE AUTHORITY

CERTIFICATION OF FUNDS

I hereby certify that sufficient funds will be available in the Linden Roselle Sewerage Authority's 2020 Budget in Account No. 01-100-7730 (Auditor-Retainer) for a contract in the total amount of \$30,200.00 with Suplee, Clooney & Company now pending approval by the Authority.

Dated: October 23, 2019

A handwritten signature in black ink, appearing to read 'DGB II', is written over a horizontal line.

David G. Brown II
Certifying Finance Officer

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #88-19

**AUTHORIZING MEMBERSHIP AND PARTICIPATION IN SOURCEWELL, A
NATIONAL COOPERATIVE PURCHASING PROGRAM**

WHEREAS, the Linden Roselle Sewerage Authority is authorized pursuant to N.J.S.A. 52:34-6.2, and N.J. Public Law 2011, Chapter 139, to make purchases and to contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available; and

WHEREAS, the Authority has the need to purchase Facility MRO (Maintenance, Repair and Operations) Equipment and Industrial and Building Supplies for use in its day to day operations; and

WHEREAS, it has been determined that it would be cost effective and advantageous to the Authority to purchase these commodities on an as-needed basis from Motion Industries through a contract (#121218-MII) awarded by Sourcewell, a National Cooperative (formerly known as the National Joint Powers Alliance); and

NOW THEREFORE, BE IT RESOLVED, by the Linden Roselle Sewerage Authority that the use of and membership in Sourcewell, a National Cooperative, is approved and purchases from Motion Industries, on an as needed basis, through this National Cooperative are hereby authorized.

BE IT FURTHER RESOLVED, that prior to placing any order for goods and services in accordance with this Resolution, the availability of funds shall be certified by Purchase Order or by the Certifying Finance Officer; in accordance with the Authority's Purchasing Policies and Procedures and the New Jersey Local Public Contracts Law.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 23, 2019.



Derek Armstead, Secretary

LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #89-19

**AWARDING A CONTRACT FOR THE CONSTRUCTION PHASE OF THE PHASE V
BUILDING IMPROVEMENTS PROJECT**

WHEREAS, four (4) sealed bid responses were received, opened and read aloud publicly by the Linden Roselle Sewerage Authority on October 8, 2019 at 10:00 A.M. prevailing time for a contract for the construction phase of the Phase V Building Improvements Project; and

WHEREAS, the bids were reviewed by Authority Staff and the project engineer, T&M Associates and it was determined that the low bid submitted by Daskal LLC in the amount of \$958,065.00, is considered non-responsive due to the failure of Daskal LLC to possess a New Jersey Public Works Contractor Registration Certificate at the time of bid submission, in accordance with N.J.S.A. 34:11-56.48 et seq.; and

WHEREAS, it has further been determined that the second lowest bid submitted by APS Contracting, Inc., in the amount of \$988,000.00, is both responsive and responsible, and the Members have reviewed the written recommendation made by T&M Associates that a contract for the Construction Phase of the Phase V Building Improvements Project be awarded to APS Contracting, Inc. for an amount not to exceed \$988,000.00; and

WHEREAS, the Certifying Finance Officer has determined that sufficient funds will be available for this contract award through a loan from the New Jersey Infrastructure Bank as evidenced by the Certification of Funds attached; and

NOW, THEREFORE, BE IT RESOLVED by the Linden Roselle Sewerage Authority that the contract for the Phase V Building Improvements be and the same is hereby awarded to APS Contracting, Inc. on its lowest responsive and responsible bid of \$988,000.00; and the Chairman and Secretary are authorized and directed to execute a contract for the same, subject to the receipt of the Authorization to Award from the New Jersey Department of Environmental Protection (NJDEP).

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 23, 2019.


Derek Armstead, Secretary

THE LINDEN ROSELLE SEWERAGE AUTHORITY

CERTIFICATION OF FUNDS

I certify that sufficient funds will be available for a contract with APS Contracting, Inc. in the sum of \$988,000.00 now pending approval, through a loan from the New Jersey Infrastructure Bank.

DATED: October 23, 2019

A handwritten signature in black ink, appearing to read 'D. Brown', is written over a horizontal line.

David G. Brown
Certifying Finance Officer