PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is executed as of this 20th day of September 2017, by and among:

Ohio Cooperative Solar, Inc, an Ohio company ("Assignor"), with its principal place of business 540 East 105th Street Cleveland, Ohio 44108, and

SL Buckeye Solar I, LLC an Ohio limited liability company ("Assignee"), with its principal place of business at C/O SunLight General Capital LLC 135 East 57th Street, 6th Floor, New York NY 10022, together with Assignee's owner, **SunLight General Solar Fund III, LLC**, which will be responsible for Assignee's obligations under this Agreement and which, at any time on written notice via e-mail to assignor, shall be entitled to assume all of Assignee's rights under this Agreement.

From time to time hereafter, Assignor and Assignee may be referred to herein as a "Party" and both may be referred to as the "Parties".

WHEREAS, Assignor owns and operates a 100.8 kW D.C. solar photovoltaic electric system (as more fully described on Exhibit "E," the "System") located on the roof of the Cleveland Clinic Foundation, Health Space Building 8911 Euclid Avenue, Cleveland, Ohio 44106 (the "Premises");

WHEREAS, the Premises are leased to Assignor by the Cleveland Clinic Foundation ("Landlord"), with a mailing address of 8911 Euclid Avenue, Cleveland, Ohio 44106, pursuant to a lease dated September 15 2009 (the "Lease") and the Lease remains in full force and effect;

WHEREAS, Assignor has been and is supplying electricity under a Solar Power Purchase Agreement, dated September 15 2009 (such date the "PPA Effective Date" and such agreement the "PPA"), wherein Cleveland Clinic Foundation is the customer/purchaser of the electricity generated by the System ("Customer"); and such PPA remains in full force and effect;

WHEREAS, Assignor has obtained:

(i) All needed site plan approval and various permits to construct (the "Local Permits");

(ii) A Section 1603 cash grant from US Treasury under the American Recovery and Reinvestment Act of 2009 (the "Section 1603 Grant"); and

(iii) All needed inspection approvals and authorization to interconnect from local authorities, the local utility and as otherwise required to operate the System.

WHEREAS, Assignor received warranties for the solar panels, inverters, data acquisition system, and other portions of the System (the "Warranties") and obtained an operation and maintenance agreement for the System (the "O&M Rights") as further referred to in Exhibit "G" to this Agreement:

WHEREAS, Assignor has interconnected the System, registered the System with the Ohio

Public Service Commission (the "PUC"), received approval from the PUC to operate the System as a net-metered solar project eligible for Solar Renewable Energy Certificates ("SRECs"), and also has registered the System with the Pennsylvania Public Utility Commission (the "PPUC") and has received approval from the PPUC to sell SRECs in the Pennsylvania solar market;

WHEREAS, the System has been registered and remains registered with PJM-GATS for the purpose of receiving SRECs for solar-generated electricity as authorized by the PUC and the PPUC;

WHEREAS, the System (inclusive of the solar equipment and appurtenant assets described on Exhibits "F" and "G" hereto), the local permits, the rights to any and all environmental attributes and incentives available in connection with the System, the right to construct, own, interconnect and operate the System, the PPA and the right to sell the electrical output of the System, the SREC Purchase Agreement(s) (if any), the Lease and all rights to have the System located on the Premises, together with the Warranties and O&M Rights shall be collectively known as the "Assigned Assets"; and

WHEREAS, Assignor has operated the System, subject to ordinary maintenance outages, continuously for more than five (5) years since its commercial operation date and Assignee acknowledges and agrees that any Section 1603 benefits are expressly excluded from the Assigned Assets.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Subject to the terms and conditions set forth in this Agreement, Assignor agrees to irrevocably sell, grant, convey, transfer and assign to Assignee all of Assignor's rights, title, and interests in and to the Assigned Assets – pursuant to the Assignment & Transfer Agreement attached hereto as Exhibit "A" (the "Assignment") – and satisfy any applicable Special Conditions noted in paragraph 3, and, subject to the provisions of the Assignment, Assignee agrees that it will assume all of Assignor's future obligations in and to the Assigned Assets. Except as specifically excluded by the terms of the Assignment, the Assignment is all inclusive and is without reservation of any right, title, obligation, interest or use, whether now existing or subsequently arising.

2. **Payment.** Upon execution of this Agreement, Assignee shall pay to the attorney escrow account of its attorney a deposit of $2,000 (the "Deposit"). Upon execution and satisfaction of the Special Conditions in paragraph 3 and the contingencies in paragraph 5 below ("Conditions Precedent"), subject to the provisions of paragraph 5 below, closing shall occur for the transfer of duly executed and authorized documents and monies, as contemplated by this Agreement (the "Closing"). Closing is expected to be handled electronically with originals delivered by overnight courier. Adjustments, if any, shall be calculated based on Assignee taking title under the Assignment at that start of the day of the Closing.

At the Closing, Assignee will deliver an additional $63,585 (the "Closing Sum"). The Deposit and portions of the Closing Sum shall be paid to satisfy liens on the System, if any, with the

remaining balance paid to the Assignor. The Deposit and the Closing Sum collectively shall constitute the full consideration for the Assignment (the "Assignment Price") of $65,585. Those prices shall be reduced by repair costs as listed in Exhibit "H", or as revised to the extent different quotes are provided prior to closing.

The Assignment Price is subject to adjustment for the following reasons: adjustment for increased/decreased electricity revenue and/or SREC revenue due to early/delayed meeting of the Contingency Deadline and closing with delivery of all documentation and the Deposit and Closing Sum (subject to adjustment as set forth above).

3. **Special Conditions.** The Parties agree that in consideration for the transfer of the Assigned Assets, the Assignment Price set forth in paragraph 2 above, and other consideration reflected in this Agreement:

(a) Assignor shall execute and deliver the Assignment & Transfer Agreement (the "Assignment") in the form attached hereto as Exhibit "A" at the Closing.

(b) Assignor shall arrange for the execution by the Customer of its consent to the assignment of the PPA in the form attached hereto as Exhibit "B" ("Consent to PPA Assignment"), subject to such amendments to the form as the Customer may request which are reasonably acceptable to Assignee. Such Consent to PPA Assignment shall be delivered by Assignor to Assignee at the Closing and Customer and Assignor shall not be in default under the PPA as of the Closing. Assignee reserves the right to require such further consents for continued operation of the System as may be deemed reasonably necessary as a condition for transfer of the Assigned Assets and the Assignment Price.

(c) Assignor shall arrange for the execution by the Landlord of its consent to the assignment of the Lease pursuant to a letter or other instrument in the form attached hereto as Exhibit "C" (the "Landlord's Consent to Lease Assignment"), subject to such amendments to the form as the Landlord may request which are reasonably acceptable to Assignee. Such Landlord's Consent to Lease Assignment shall be delivered by Assignor to Assignee at the Closing. The Landlord's Consent to Lease Assignment shall include an estoppel certificate from Landlord with respect to Assignor's payment and performance under the Lease (all obligations under the Lease having been met as of the time of Closing). Assignee also reserves the right to require real estate title and lien searches and the documentation as noted in subsection 3(h) below.

(d) Assignor shall execute such separate letters or forms as Assignee may reasonably request to confirm the assignment of the SRECs associated with the System's production of solar electricity and shall obtain written confirmation of such assignment by PJM-GATs. The Assignor shall execute such separate letters or forms as Assignee may reasonably request to confirm the assignment of the System itself to evidence and confirm such assignments (if required by law) to the PUC and/or its program manager, to the PPUC and/or its program manager, and to PJM-GATS. Assignor agrees that the PJM-GATS transfer will be done electronically to Assignee's designee. If required by the PUC or PPUC, Assignee shall provide such separate letters or forms to Assignor at least five (5) business days prior to the time of Closing, such that Assignor shall have time to provide comments and execute final drafts of such separate letters or forms at the time of Closing.

(e) Section 1603 Grant/System ITC. Assignor represents that it has submitted and received the cash under the Section 1603 Grant for the System and no portion of such cash is included as part of the Assigned Assets. In connection with the Section 1603 Grant, Assignor has operated and shall operate the System continually from its commencement of operations to the date of the Closing in the manner required by the regulations associated with or applicable to the Section 1603 Grant, such that a right to a recoupment/clawback by the IRS (as defined below) or UST (as defined below) of a portion of the Section 1603 Grant shall not arise. Assignor indemnifies Assignee for any such recoupment/clawback claims that could be made by the IRS or UST. This section 3(f) shall expressly survive the exchange of documents and delivery of Assignment Price at the Closing.

(f) The Assigned Assets shall be delivered to Assignee pursuant to this Assignment free and clear of any liens and encumbrances. Without limiting the foregoing, it is expressly understood by the Parties that Assignor has fully paid for the System and all of the Solar Equipment as identified on Exhibits "F" and "G" to this Agreement, as well as for the Warranties and all services rendered by third party suppliers, installers and materialmen including those rendered through the closing of the Assignment of the System. At its expense, Assignor shall deliver terminations of liens and encumbrances at or before the Closing in furtherance of its obligations under this subsection.

(g) The Assignor shall arrange for the assignment or execution of (should any exist) mortgagee consents, subordination, non-disturbance and attornment agreements, and other necessary real estate consents with any mortgage-holders, lenders, and other parties with respect to Assignee's assigned rights of operation, maintenance and removal of the System without disturbance or superior claim by such parties.

(h) The Assignor shall provide evidence of maintaining insurance as required under the PPA and Lease upon execution of this Agreement and at the Closing.

(i) The Assignor shall operate and maintain the System in accordance with the System's Warranties and operations and maintenance agreement until the Closing. Specifically, five broken modules will be replaced and repairs to the inverter and array wiring will be made by Assignor such that the System is fully and properly functioning at the Closing.

(j) The Assigned Assets shall include all revenues accrued from and including April 1st, 2017 associated with the System, including without limitations PPA and SREC revenues. To the extent any such revenues are paid to Assignor prior to or after Closing, Assignor will promptly remit to Assignee such revenues, upon Closing, or if received after Closing, no later than 2 Business Days after received. This obligation shall survive for five (5) years after the delivery of the Assignment Price at the Closing.

(k) All Conditions to Closing on a related Purchase and Sale Agreement dated 08/31 2017 where Assignee is agreeing to purchase the Euclid Library solar project and the Euclid City Hall from an affiliate of Assignor, shall have been met, or waived at the sole discretion of Assignee.

(l) Additional Payment upon PPA Extension. Assignee shall make to Assignor an additional payment upon extension of the PPA ("PPA Extension Payment") under terms acceptable, in its reasonable discretion, to Assignor, as follows (non-cumulative, and straight line interpolation for any extension dates between two dates listed below):

i. New PPA Term: anniversary date of PPA Effective date in 2032, PPA rate 11 cents post extension: $8,333.33

ii. New PPA Term: anniversary date of PPA Effective date in 2032, PPA rate 11 cents post extension: $10,733.33 (as per the draft amendment provided)

iii. New PPA Term: anniversary date of PPA Effective date in 2037, PPA rate 11 cents post extension: $11,333.33

iv. New PPA Term: anniversary date of PPA Effective date in 2032, PPA rate 12 cents post extension: $9,666.66

v. New PPA Term: anniversary date of PPA Effective date in 2037, PPA rate 12 cents post extension: $13,000.00

This obligation shall survive the two (2) years after the delivery of the Assignment Price at Closing. Provided further, that for the avoidance of doubt:

- this obligation shall be unsecured and subordinated to any other obligation of the Assignee, including without limitation that to the Customer and any lender;
- if the PPA extension is achieved prior to Closing, then the Extension Payment shall be paid upon Closing;
- if the PPA rate in any extension is below 11 cents, no Extension Payment shall be payable.

4. <u>Further Instruments</u>. Assignor shall execute, acknowledge and deliver to Assignee, within five (5) business days of Assignee's request for the same, such further instruments and documents as Assignee may reasonably request from time to time to (a) facilitate registration of any filings or record the transfers made in the Assignment or related documents in any public office; (b) otherwise to give notice or evidence of Assignee's rights as identified in this Agreement; and (c) confirm the Assignment of rights to operate the System at the Premises. The Parties agree that this provision shall expressly survive for one (1) year after delivery of the Assignment Price at the Closing.

5. <u>Contingencies.</u> The obligation of Assignee to close under this Agreement is contingent upon:

(a) Customer's financial condition not having changed materially from the Customer's financial statements received and reviewed by Assignee;

(b) Assignee's review of the engineering, procurement and construction documents, inspection, governmental approvals/permits, and interconnection documents, as well as independent engineer's inspection report for the System;

(c) Receipt of satisfactory documentation of the continuing right to operate the System at the Premises for the full term of the PPA without earlier termination for default by the Customer;

(d) Receipt of duly executed and authorized documentation set forth in paragraph 3 above in form reasonably satisfactory to Assignee;

(e) No claims having been asserted by the Internal Revenue Service or U.S. Treasury with respect to Investment Tax Credits, and/or cash in lieu under Section 1603, operation of the System having continued such that no Section 1603 claim could arise, and no other tax claims existing.

Should any of the special conditions in paragraph 3 or the foregoing contingencies not be satisfied and/or resolved by September 30, 2017 ("Contingency Deadline"), then Assignee shall have the right to (i) waive any special condition or contingency that has not been fulfilled and close on the Assignment; (ii) extend the Contingency Deadline for up to 15 days while reducing the Assignment Price by $5,000, or (iii) the terminate this Agreement. Upon termination by Assignee, this Agreement shall have no force or effect and any and all obligations and agreements hereunder by both Assignor and Assignee shall be null and void *ab initio*, provided, however, that the Deposit will be returned and Assignor shall have liability to Assignee for Assignor's failure to act in good faith under this Agreement.

Should all the special conditions in paragraph 3 and the foregoing contingencies be satisfied and/or resolved but payment of the Assignment Price not made within 30 days of the Contingency Deadline, then this Agreement shall have no force or effect and shall be null and void *ab initio*, provided, however, that Assignor shall retain the Deposit in lieu of any and all damage claims and alternative remedies. Notwithstanding the foregoing, Assignor shall not be entitled to retain the Deposit or any other remedies if it has failed to agree to reasonable adjustments to the Assignment Price for a delay in meeting the Contingency Deadline.

6. <u>Representations and Warranties</u>.

(a) Each Party hereby represents and warrants to the other Party that:

(i) it is duly organized and validly existing and has the full right, power and authority to enter into and perform under this Agreement and to execute and deliver the documents contemplated by this Agreement;

(ii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditors' rights generally or (ii) legal and equitable limitations on the availability of specific remedies. Upon the execution and delivery by it of each of document to be executed and delivered in connection with this Agreement, each such document will constitute its legal, valid and binding obligation, enforceable against it in accordance with the document's terms, except as may be limited by (x) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditors' rights generally or (y) legal and equitable limitations on the availability of specific remedies; and

(iii) it is not a party to any agreement, understanding or dispute that would conflict with this Agreement.

(b) The Assignor hereby represents and warrants further to Assignee that:

(i) Assignor owns the Assigned Assets and owns or licenses any intellectual property used to operate the System; the Assigned Assets in whole or in part have heretofore never been assigned or licensed to any person or entity; and no other person or entity has asserted ownership rights to any of the Assigned Assets or any infringement or misappropriation of any intellectual property used to operate the System;

(ii) the description of and/or documentation of the Assigned Assets and the representations made in connection therewith as set forth in Exhibit "F" are true and correct;

(iii) the PPA is in full force and effect and the Customer has remitted its payments for electricity delivered by the System in accordance with the terms of the PPA;

(iv) each SREC Purchase Agreement is in full force and effect and each SREC buyer has remitted its payments for SRECs generated by the System in accordance with the terms of the applicable SREC Purchase Agreement;

(v) the Lease is in full force and effect;

(vi) there are no orders, judgments, government directives, or legal proceedings in existence or to Assignor's knowledge threatened that prohibit or would prohibit the sale of the Assigned Assets or otherwise bar the actions of the Parties as intended in this Agreement;

(vii) there are no written or oral agreements entered into by Assignor that prohibit or would prohibit the sale of the Assigned Assets or otherwise bar the actions of the Parties as intended in this Agreement; and

(viii) any and all third party consents required for valid assignment of the Assigned Assets to the Assignee have been obtained or will be obtained by the Closing

(ix) Assignor is not subject to regulation as a public utility, electric utility, utility holding company or public service company (or similar designation) by the United States, any State of the United States, any foreign country or any municipality or any political subdivision of the foregoing. Notwithstanding the foregoing, to be clear, Assignor has been obligated to comply with regulations associated with installing and operating the System, including but not limited to construction permits and interconnection agreements; but neither Assignor nor the System itself constitutes a public utility or an electric utility.

(x) there are no contracts or agreements that materially affect the existence or operation of the System, the PPA, the SREC Purchase Agreement, or the Lease except as referred

to in this Assignment or attached hereto and none of the foregoing contracts or agreements is in default.

(xi) the System has been, in full compliance with, and has not been and is not in violation of or liable under any and all environmental laws and/or (if applicable) environmental permits. Assignor has not received any order, notice or other written communication from (i) any governmental agency or entity or (ii) any other person asserting any actual or potential violation of, or failure to comply with any environmental law or environmental permit. There does not exist any fact or circumstance that would be reasonably expected to give rise a claim that the System is in violation of any environmental law or permit.

(xii) the System is operating and will be maintained and operated in accordance with the System's Warranties and operations and maintenance agreement until the Closing.

(xiii) Assignor is not aware and has not been made aware of any mechanical issues or issues with its Lease that would prevent the System from being operated so as not to be subject to a [Section 1603 Grant][System ITC] recoupment/clawback by the IRS or UST.

(c) The Assignee represents that it has, or will receive prior to the closing, the funds necessary to pay the Assignment Price and complete the transactions contemplated by this Agreement at the Closing.

7. <u>Cooperation</u>. Each Party shall cooperate with all reasonable requests of the other Party and its counsel in connection with the consummation of the transactions contemplated hereby.

8. <u>Binding Effect.</u> This Agreement is binding upon and will inure to the benefit of each Party and its respective successors and assigns.

9. <u>Integration/Modification.</u> This Agreement, taken together with other documents called for in this Agreement, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior understandings, written agreements or oral arrangements between the Parties that concern the subject matter of this Agreement. No alteration or modification of any this Agreement's provisions will be valid unless made in a written instrument executed by all Parties.

10. <u>Limited Effect of Waiver</u>. The failure of any party to enforce any of the provisions of this Agreement, or the waiver thereof, will not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or any other provision in any instance.

11. <u>Indemnity</u>. Each Party hereby agrees to immediately indemnify and hold harmless the other Party, its parents, subsidiaries, affiliates and their respective directors, officers, employees and representatives from and against any liabilities, costs, actions, suits, claims, fines and/or penalties, of whatever nature ("Losses" and each a "Loss"), as the same are incurred, which may be sustained or suffered by any of them arising out of or based upon any material misrepresentation or breach by the indemnifying Party in connection with this Agreement, except to the extent such Losses are caused by the negligence or willful misconduct of the indemnified

Party, its parents, subsidiaries, affiliates and their respective directors, officers, employees and representatives. This section 11 shall expressly survive the exchange of documents and delivery of Assignment Price at the Closing.

12. **Applicable Law.** This Agreement is entered into under and shall be construed in accordance with and governed by the laws of the State of Ohio, without giving effect to conflicts of laws principles. **THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.**

13. **Severability.** If any term, covenant or condition in this Agreement is found to any extent to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected, and the rest of the Agreement will be valid and enforceable to the fullest extent permitted by law, and, if appropriate, such invalid or unenforceable provision will be modified or replaced to give effect to the underlying intention of the Parties and to the intended economic benefit of the Parties.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Emailed or faxed signatures shall be binding.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

_____

By: _____
Brett N. Jones - President

ASSIGNEE:

SL BUCKEYE SOLAR I, LLC

By: _____
Edouard Klehe,
Authorized Signatory of the Manager

[Signature Page to Purchase and Sale Agreement]

EXHIBIT "A"
Assignment & Transfer Agreement

ASSIGNMENT & TRANSFER AGREEMENT

This Assignment & Transfer Agreement (this "Assignment") is executed as of this 28th day of September, 2017, by and between **OHIO COOPERATIVE SOLAR, INC** ("Assignor"), an Ohio limited liability company, and **SL BUCKEYE SOLAR I , LLC** ("Assignee"), an Ohio limited liability company. This Agreement shall be effective as of September 28th, 2017 (the "Effective Date"). Assignee and Assignor are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement dated September 20, 2017 (the "PSA");

WHEREAS, Assignor owns and operates a 100.8 kW D.C. solar photovoltaic electric system (as more fully described on Exhibit "E," the "System") located on the roof of the Cleveland Clinic Foundation, Health Space Building 8911 Euclid Avenue, Cleveland, Ohio 44106 (the "Premises");

WHEREAS, the Premises are leased to Assignor by the Cleveland Clinic Foundation ("Landlord"), with a mailing address of 8911 Euclid Avenue, Cleveland, Ohio 44106, pursuant to a lease dated September 15 2009 (the "Lease") and the Lease remains in full force and effect;

WHEREAS, Assignor has been and is supplying electricity under a Solar Power Purchase Agreement, dated September 15 2009 (such date the "PPA Effective Date" and such agreement the "PPA"), wherein Cleveland Clinic Foundation is the customer/purchaser of the electricity generated by the System ("Customer"); and such PPA remains in full force and effect;

WHEREAS, Assignor has obtained:

(i) All needed site plan approval and various permits to construct (the "Local Permits");

(ii) A Section 1603 cash grant from US Treasury under the American Recovery and Reinvestment Act of 2009 (the "Section 1603 Grant"); and

(iii) All needed inspection approvals and authorization to interconnect from local authorities, the local utility and as otherwise required to operate the System.

WHEREAS, Assignor received warranties for the solar panels, inverters, data acquisition system, and other portions of the System (the "Warranties") and obtained an operation and maintenance agreement for the System (the "O&M Rights") as further referred to in Exhibit "G" to this Agreement:

WHEREAS, Assignor has interconnected the System, registered the System with the Ohio Public Service Commission (the "PUC"), received approval from the PUC to operate the System as a net-metered solar project eligible for Solar Renewable Energy Certificates ("SRECs"), and also has registered the System with the Pennsylvania Public Utility Commission (the "PPUC") and

has received approval from the PPUC to sell SRECs in the Pennsylvania solar market;

WHEREAS, the System has been registered and remains registered with PJM-GATS for the purpose of receiving SRECs for solar-generated electricity as authorized by the PUC and the PPUC;

WHEREAS, the System (inclusive of the solar equipment and appurtenant assets described on Exhibits "F" and "G" hereto), the local permits, the rights to any and all environmental attributes and incentives available in connection with the System, the right to construct, own, interconnect and operate the System, the PPA and the right to sell the electrical output of the System, the SREC Purchase Agreement(s) (if any), the Lease and all rights to have the System located on the Premises, together with the Warranties and O&M Rights shall be collectively known as the "Assigned Assets"; and

WHEREAS, Assignor has operated the System, subject to ordinary maintenance outages, continuously for more than five (5) years since its commercial operation date and Assignee acknowledges and agrees that any Section 1603 benefits are expressly excluded from the Assigned Assets.

WHEREAS, except as otherwise specified herein, Assignor has agreed to assign all of its rights, title and interests in the Assigned Assets to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Subject to the terms and conditions herein, Assignor hereby irrevocably sells, grants, conveys and assigns to Assignee all of Assignor's rights, title, and interests in and to the Assigned Assets, and Assignee hereby assumes all of Assignor's future obligations in and to the Assigned Assets. Except as specifically provided herein, the foregoing assignment of rights by the Assignor to the Assignee is all inclusive and is without reservation of any right, title, obligation, interest or use, whether now existing or subsequently arising.

2. **Payment.** Assignee has paid the Assignment Price, as specified in Section 2 of the PSA.

3. **No Liens.** Assignor is delivering the Assigned Asset pursuant to this Assignment free and clear of any liens and encumbrances and Assignee is accepting delivery on that understanding and condition.

4. **Not Assigned.** The Section 1603 Grant for the System is expressly excluded from the Assigned Assets, is not assigned to Assignee, and is retained by Assignor. Tax obligations, any issues with recoupment or clawback of the Section 1603 Grant, and tax refunds with respect to the System through the day prior to the Effective Date are retained by and are the responsibility of Assignor. As such, Assignor indemnifies Assignee for such tax obligations and Section 1603 claims.

5. **Further Instruments.** Assignor shall execute, acknowledge and deliver to Assignee, within five (5) business days of Assignee's request for the same, such further instruments and documents as Assignee may reasonably request from time to time to facilitate registration of any filings or record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's rights as identified in this Assignment. The Parties agree that this provision shall expressly survive for one (1) year after delivery of the Assignment Price.

6. **Representations and Warranties.**

(a) Each Party hereby represents and warrants to the other Party that:

(i) it has the full right, power and authority to enter into and perform this Assignment; and

(ii) it is not a party to any agreement, understanding or dispute that would conflict or interfere with the conveyance documented by this Assignment.

(b) The Assignor hereby represents and warrants further to Assignee that:

(i) the Assigned Assets in whole or in part have heretofore never been sold, conveyed, transferred, assigned, encumbered, pledged or licensed to any person or entity and are assigned free and clear of liens and encumbrances;

(ii) the second through ninth WHEREAS clauses above are true and accurate;

(iii) the representations and warranties made by Assignor in the PSA and in any and all Exhibits to this Assignment remain true as of the date of this Assignment; and

(iv) any and all third party consents required for valid assignment of the Assigned Assets by the Assignor to the Assignee have been obtained.

7. **Binding Effect.** This Assignment is binding upon and will inure to the benefit of each Party and its respective successors and assigns.

8. **Limited Effect of Waiver.** The failure of any party to enforce any of the provisions of this Assignment, or the waiver thereof, will not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or any other provision in any instance.

9. **Indemnity.** Each Party hereby agrees to immediately indemnify and hold harmless the other Party, its parents, subsidiaries, affiliates and their respective directors, officers, employees and representatives from and against any liabilities, costs, actions, suits, claims, fines and/or penalties, of whatever nature ("Losses" and each a "Loss"), as the same are incurred, which may be sustained or suffered by any of them arising out of or based upon any material misrepresentation or breach by the indemnifying Party in connection with this Assignment, except to the extent such Losses are caused by the negligence or willful

misconduct of the indemnified Party, its parents, subsidiaries, affiliates and their respective directors, officers, employees and representatives.

10. **Applicable Law.** This Assignment is entered into under and shall be construed in accordance with and governed by the laws of the State of Ohio, without giving effect to conflicts of laws principles. **THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS ASSIGNMENT.**

11. **Severability.** If any term, covenant or condition in this Assignment is found to any extent to be invalid or unenforceable in any respect under applicable law, the remainder of this Assignment shall not be affected, and the rest of the Assignment will be valid and enforceable to the fullest extent permitted by law, and, if appropriate, such invalid or unenforceable provision will be modified or replaced to give effect to the underlying intention of the Parties and to the intended economic benefit of the Parties.

12. **Counterparts.** This Assignment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Emailed or faxed signatures shall be binding.

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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

_____

By: _____

Brett N. Jones - President

ASSIGNEE:

SL BUCKEYE SOLAR I, LLC

By: _____

Edouard Klehe,
Authorized Signatory of the Manager

[Signature Page to Assignment & Transfer Agreement]

EXHIBIT "B"

Consent to PPA Assignment

[to be provided separately]

EXHIBIT "C"

Landlord's Consent to Lease Assignment

[to be provided separately]

EXHIBIT "D"

XXX's Consent to Assignment of SREC Purchase Agreement (if any)

EXHIBIT "E"

Section 1603 Grant

Intentionally not included. Retained by Assignor.

EXHIBIT "F" to PSA (also Exhibit "A" to Assignment)

100.8 kW D.C. Roof-Located Solar Equipment

Project Description

100.8 kW D.C. solar photovoltaic electric system (as more fully described on Exhibit "E," the "System") located on the roof of the Cleveland Clinic Foundation, Health Space Building 8911 Euclid Avenue, Cleveland, Ohio 44106 (the "Premises");

The Premises are leased for no rent (in consideration of the PPA having been agreed upon), pursuant to a Lease dated on the PPA Effective Date.

The System delivers power to the Cleveland Clinic Foundation, pursuant to that certain Solar Power Purchase Agreement, dated on the PPA Effective Date (the "PPA"), and has remained operational since commencement of service after interconnection on March 28, 2011.

The System includes the following solar equipment ("Solar Equipment"): Solar Panels, inverters, racking, wiring, DAS and other materials in the System as per the technical and operational documentation related to the Project and listed in Exhibit "G" -- together with the Warranties and O&M Agreement as identified in Exhibit "G".

Assignor represents and warrants that there are no contracts or agreements that materially affect the existence or operation of the System or the PPA except as referred to in this Assignment or attached hereto; and that all leases, subleases, permits, licenses, certificates, authorizations and/or approvals needed to construct and operate the System were obtained, remain valid, and have not been violated; and no action to limit, modify, suspend or revoke such permits, licenses, certificates, authorizations and/or approvals needed to construct and operate the System has been served on or delivered to Assignor or, to Assignor's actual knowledge, threatened.

EXHIBIT "G" to PSA

Solar Photovoltaic Electric System Technical and Operational Documents

i. Utility Initial Application
ii. Ohio PUC REN Initial Application & Approval
iii. Engineering Reports (Roof Load and Wind Uplift)
iv. Construction Drawings
v. Construction Permit UCC Approvals
vi. As-Built Drawings
vii. As-Built Drawings - Signed and Sealed (Digital or Hard Copy)
viii. Commissioning Documentation
ix. Utility Approval To Operate
x. Major Component Data Sheets
xi. Ground Racking System Acceptance & Warranty Documentation
xii. Operations & Maintenance ("O&M") Agreement
xiii. O&M Manuals (Hard Copies)
xiv. O&M Manual (Digital Copy)
xv. Contractor Workmanship Warranty Documentation
xvi. DAS License Contract and Hardware Documentation / Specifications
xvii. Ohio Placed In-Service Certification
xviii. Ohio Nameplate and GATS Registration with REN
xix. Meter Type, Manufacturer, Serial Number, Date of Last Certification
xx. Physical Copies of Security Keys (or if security keys are maintained by Customer on site, authorization to retrieve these)
xxi. Site Host Primary Contact Info - Name, Phone, Email
xxii. Site Host IT Contact Info - Name, Phone, Email
xxiii. Electricity Billing Records under the PPA for 2014,2015, 2016, and 2017
xxiv. ITC Acceptance or Section 1603 Grant Annual Report – Records and Filing Information

EXHIBIT "H" to PSA

Repair Costs

O&M Inspection & Maintenance Evergreen projects

Euclid Public Library

Wire management Inverter cooling fan filter cleaning, various fixes (8 man hours/2 inspectors)	600.00
Inverter Fence (requested by the Library) *No quote received yet - estimate subject to change*	-

Euclid City Hall

Wire Ties replacement, 1 broken module replacement, Inverter filter cleaning (8 man hours/2 inspectors)	850.00
1 broken module replacement, Wire Ties replacement, Inverter filter cleaning *(8 man hours/2 inspectors)*	*600.00* **Total not including sourcing hardware*

Cleveland Clinic

Broken modules replacement (5), wiring management and inverter (18 man hours/3 Inspectors)	2,420.00
Broken module replacement (5), wiring management and inverter *(18 man hours/3 Inspectors)*	*1,170.00* **Total not including sourcing hardware*

Total (with panels)	3,870.00