

EXHIBIT "A"

Form of Assignment & Transfer Agreement
One Exhibit "A" to be completed for each Assignor to be delivered at Closing

ASSIGNMENT & TRANSFER AGREEMENT

This Assignment & Transfer Agreement (this "Assignment") is executed as of this 12th day of December, 2017, by and between Worthington Solar Fund, LLC ("Assignor"), an Ohio limited liability company, and **SL BUCKEYE SOLAR II, LLC** ("Assignee"), an Ohio limited liability company. This Agreement shall be effective as of December 12th, 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 25th, 2017 (the "PSA");
October

WHEREAS, Assignor, owns and operates a 67.68 kW D.C. solar photovoltaic electric system (as further described on Exhibit "A," the "System") located at 885 Evening Street, Worthington, Ohio 43085 (the "Premises")

WHEREAS, access and use of the Premises are licensed to Assignor by the City of Worthington Ohio School District Board of Education ("Solar Host"), with a mailing address of 200 E. Wilson Bridge Rd., Worthington, OHIO 43085, pursuant to a Site License Agreement dated November 20th, 2009 (the "SLA");

WHEREAS, Assignor has been and is supplying electricity under a Solar Power Purchase Agreement, dated November 20th, 2009 (the "PPA") and such PPA remains in full force and effect;

WHEREAS, Assignor obtained:

- (i) site plan approval and various permits to construct from the 18th of February, 2010 of Ohio Department of Commerce, Ohio (the "Local Permits");
- (ii) 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 the PSA:

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

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;

WHEREAS, Assignor entered into a Solar Renewable Energy Certificate Purchase and Sale Agreement with Not applicable dated , 20 , for the purchase and sale of the SRECs generated as a result of operation of the System ("SREC Purchase Agreement") and such SREC Purchase Agreement remains in full force and effect;

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 SRECs Agreement, the SLA and all rights to have the System located on the Premises, together with the Warranties and O&M Rights shall be known collectively as the "Assigned Assets"; and

WHEREAS, Assignee acknowledges and agrees that the any Section 1603 Grants or Investment Tax Credits for the System 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.** Any Section 1603 Grants or Investment Tax Credits for the System are expressly excluded from the Assigned Assets, are not assigned to Assignee, and are retained by Assignor. Tax obligations 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.
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

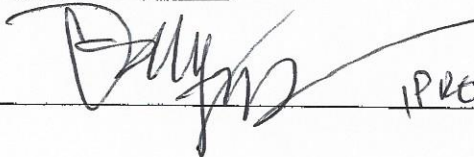
conflicts of laws principles. **THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS ASSIGNMENT.**

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.

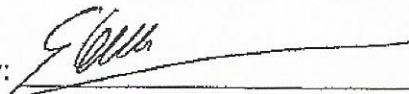
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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:
WORTANGETON SOLAR PROPS #1, LLC

By:  PRESIDENT

ASSIGNEE:
SL BUCKEYE SOLAR II, LLC

By: 
Edouard Klehe, Principal

[Signature Page to Assignment & Transfer Agreement]

EXHIBIT "A"

Form of Assignment & Transfer Agreement
One Exhibit "A" to be completed for each Assignor to be delivered at Closing

ASSIGNMENT & TRANSFER AGREEMENT

This Assignment & Transfer Agreement (this "Assignment") is executed as of this 12th day of December, 2017, by and between Newcomerstown Solar project #2, LLC ("Assignor"), an Ohio limited liability company, and **SL BUCKEYE SOLAR II, LLC** ("Assignee"), an Ohio limited liability company. This Agreement shall be effective as of December 12th, 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 25th, 2017 (the "PSA");
October

WHEREAS, Assignor, owns and operates a 68.64 kW D.C. solar photovoltaic electric system (as further described on Exhibit "A," the "System") located at 517 Beaver Street, Newcomerstown, Ohio 43832 (the "Premises")

WHEREAS, access and use of the Premises are licensed to Assignor by Newcomerstown Ohio Exempted Village School District Board of Education ("Solar Host"), with a mailing address of 517 Beaver Street, Newcomerstown, Ohio 43832, pursuant to a Site License Agreement dated December 10th, 2009 (the "SLA");

WHEREAS, Assignor has been and is supplying electricity under a Solar Power Purchase Agreement, dated December, 2009 (the "PPA") and such PPA remains in full force and effect;

WHEREAS, Assignor obtained:

- (i) site plan approval and various permits to construct from the 28th of September, 2010 of Ohio Department of Commerce, Ohio (the "Local Permits");
- (ii) 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 the PSA:

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

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;

WHEREAS, Assignor entered into a Solar Renewable Energy Certificate Purchase and Sale Agreement with Not applicable dated , 20 , for the purchase and sale of the SRECs generated as a result of operation of the System ("SREC Purchase Agreement") and such SREC Purchase Agreement remains in full force and effect;

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 SRECs Agreement, the SLA and all rights to have the System located on the Premises, together with the Warranties and O&M Rights shall be known collectively as the "Assigned Assets"; and

WHEREAS, Assignee acknowledges and agrees that the any Section 1603 Grants or Investment Tax Credits for the System 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.** Any Section 1603 Grants or Investment Tax Credits for the System are expressly excluded from the Assigned Assets, are not assigned to Assignee, and are retained by Assignor. Tax obligations 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.
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:
NEWCOMERSTOWN SOLAR PROJECT # 2, LLC

By:  PRESIDENT

ASSIGNEE:
SL BUCKEYE SOLAR II, LLC

By: 
Edouard Klehe, Principal

[Signature Page to Assignment & Transfer Agreement]

EXHIBIT "A"

Form of Assignment & Transfer Agreement
One Exhibit "A" to be completed for each Assignor to be delivered at Closing

ASSIGNMENT & TRANSFER AGREEMENT

This Assignment & Transfer Agreement (this "Assignment") is executed as of this 12th day of December, 2017, by and between Newcomertown Solar, LLC ("Assignor"), an Ohio limited liability company, and SL BUCKEYE SOLAR II, LLC ("Assignee"), an Ohio limited liability company. This Agreement shall be effective as of December 12th, 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 25th, 2017 (the "PSA");
October

WHEREAS, Assignor, owns and operates a 31.04 kW D.C. solar photovoltaic electric system (as further described on Exhibit "A," the "System") located at 659 Beaver Street, Newcomertown, Ohio 43832 (the "Premises")
659 BEAVER STREET

WHEREAS, access and use of the Premises are licensed to Assignor by Newcomertown Ohio Exempted Village ("Solar Host"), with a mailing address of 517 Beaver Street, School District Board of Education, Newcomertown, Ohio 43832, pursuant to a Site License Agreement dated December, 2003 (the "SLA");

WHEREAS, Assignor has been and is supplying electricity under a Solar Power Purchase Agreement, dated December, 2003 (the "PPA") and such PPA remains in full force and effect;

WHEREAS, Assignor obtained:

- (i) site plan approval and various permits to construct from the 28th of September, 2010 of Ohio Department of Commerce, Ohio (the "Local Permits");
- (ii) 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 the PSA:

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

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;

WHEREAS, Assignor entered into a Solar Renewable Energy Certificate Purchase and Sale Agreement with Not applicable dated , 20 , for the purchase and sale of the SRECs generated as a result of operation of the System ("SREC Purchase Agreement") and such SREC Purchase Agreement remains in full force and effect;

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 SRECs Agreement, the SLA and all rights to have the System located on the Premises, together with the Warranties and O&M Rights shall be known collectively as the "Assigned Assets"; and

WHEREAS, Assignee acknowledges and agrees that the any Section 1603 Grants or Investment Tax Credits for the System 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.** Any Section 1603 Grants or Investment Tax Credits for the System are expressly excluded from the Assigned Assets, are not assigned to Assignee, and are retained by Assignor. Tax obligations 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.
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.**

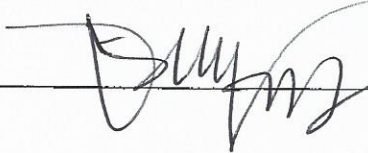
11. **Severability.** If any term, covenant or condition in this Assignment is found to any extent to be invalid or unenforceable in any respect under applicable law, the remainder of this Assignment shall not be affected, and the rest of the Assignment will be valid and enforceable to the fullest extent 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.

NEWCASTLE TOWN SOLAR PROJECT # 1, LLC
ASSIGNOR:

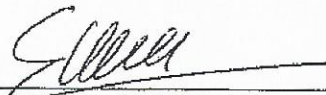
By: _____

 PRESIDENT

ASSIGNEE:

SL BUCKEYE SOLAR II, LLC

By: _____


Edouard Klehe, Principal

[Signature Page to Assignment & Transfer Agreement]

EXHIBIT "A"

Form of Assignment & Transfer Agreement
One Exhibit "A" to be completed for each Assignor to be delivered at Closing

ASSIGNMENT & TRANSFER AGREEMENT

This Assignment & Transfer Agreement (this "Assignment") is executed as of this 19th day of December, 2017, by and between Washington Court House Solar Project #1, LLC ("Assignor"), an Ohio limited liability company, and SL BUCKEYE SOLAR II, LLC ("Assignee"), an Ohio limited liability company. This Agreement shall be effective as of December 12th, 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 25th, 2017 (the "PSA");

WHEREAS, Assignor, owns and operates a 249,684 kW D.C. solar photovoltaic electric system (as further described on Exhibit "A," the "System") located at 220 Park Avenue, Washington Court House, Ohio 43160 (the "Premises")

WHEREAS, access, and use of the Premises are licensed to Assignor by the city of Washington Court House ("Solar Host"), with a mailing address of 220 Park Avenue, Washington Court House, Ohio 43160, pursuant to a Site License Agreement dated January 31st, 2010 (the "SLA");

WHEREAS, Assignor has been and is supplying electricity under a Solar Power Purchase Agreement, dated January 31st, 2010 (the "PPA") and such PPA remains in full force and effect;

WHEREAS, Assignor obtained:

- (i) site plan approval and various permits to construct from the 8th of November, 2011 of the Fayette County Building Department, Ohio (the "Local Permits");
- (ii) 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 the PSA:

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

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;

WHEREAS, Assignor entered into a Solar Renewable Energy Certificate Purchase and Sale Agreement with Not Applicable dated , 20 , for the purchase and sale of the SRECs generated as a result of operation of the System ("SREC Purchase Agreement") and such SREC Purchase Agreement remains in full force and effect;

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 SRECs Agreement, the SLA and all rights to have the System located on the Premises, together with the Warranties and O&M Rights shall be known collectively as the "Assigned Assets"; and

WHEREAS, Assignee acknowledges and agrees that the any Section 1603 Grants or Investment Tax Credits for the System 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.** Any Section 1603 Grants or Investment Tax Credits for the System are expressly excluded from the Assigned Assets, are not assigned to Assignee, and are retained by Assignor. Tax obligations 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.
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:

WASHINGTON COORHOUSE, LLC
SOLAR PROJECT #1

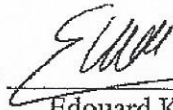
By: _____

 PRESIDENT

ASSIGNEE:

SL BUCKEYE SOLAR II, LLC

By: _____



Edouard Klehe, Principal

[Signature Page to Assignment & Transfer Agreement]

EXHIBIT "A"

Form of Assignment & Transfer Agreement
One Exhibit "A" to be completed for each Assignor to be delivered at Closing

ASSIGNMENT & TRANSFER AGREEMENT

This Assignment & Transfer Agreement (this "Assignment") is executed as of this 12th day of December, 2017, by and between Athens Solar Regd #1 LLC ("Assignor"), an Ohio limited liability company, and SL BUCKEYE SOLAR II, LLC ("Assignee"), an Ohio limited liability company. This Agreement shall be effective as of December 12th, 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 25th, 2017 (the "PSA");
October

WHEREAS, Assignor, owns and operates a 224.64 kW D.C. solar photovoltaic electric system (as further described on Exhibit "A," the "System") located at 701 E. State Street
Athens, Ohio 45701 (the "Premises") * 733

WHEREAS, access and use of the Premises are licensed to Assignor by the City of Athens ("Solar Host"), with a mailing address of 701 East State Street,
Athens, Ohio 45701, pursuant to a Site License Agreement dated February 26th, 2010 (the "SLA");

WHEREAS, Assignor has been and is supplying electricity under a Solar Power Purchase Agreement, dated February 26th, 2010 (the "PPA") and such PPA remains in full force and effect;

WHEREAS, Assignor obtained:

- (i) site plan approval and various permits to construct from the 2nd of June, 2010 of the City of Athens, Ohio (the "Local Permits");
- (ii) 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 the PSA:

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

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;

WHEREAS, Assignor entered into a Solar Renewable Energy Certificate Purchase and Sale Agreement with Not applicable dated , 20 , for the purchase and sale of the SRECs generated as a result of operation of the System ("SREC Purchase Agreement") and such SREC Purchase Agreement remains in full force and effect;

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 SRECs Agreement, the SLA and all rights to have the System located on the Premises, together with the Warranties and O&M Rights shall be known collectively as the "Assigned Assets"; and

WHEREAS, Assignee acknowledges and agrees that the any Section 1603 Grants or Investment Tax Credits for the System 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.** Any Section 1603 Grants or Investment Tax Credits for the System are expressly excluded from the Assigned Assets, are not assigned to Assignee, and are retained by Assignor. Tax obligations 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.
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.

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 - (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.

[REMINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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:

ATHENS SOLAR PROJECT #1, LLC

By: _____

[Signature], PRESIDENT

ASSIGNEE:

SL BUCKEYE SOLAR II, LLC

By: _____

[Signature]
Edouard Klehe, Principal

[Signature Page to Assignment & Transfer Agreement]