

ASSIGNMENT, ASSUMPTION AND TRANSFER AGREEMENT

This ASSIGNMENT, ASSUMPTION AND TRANSFER AGREEMENT (this "Assignment") is made and entered into as of

_____, by and between Our Lady of Lourdes Parish, acting on behalf of Diocese of Kansas City—St. Joseph Real Estate Corporation A Missouri nonprofit corporation _____ ("Assignor"),

Raytown C-2 School District a Missouri public school district _____ ("Assignee"), and Solar Ocean 3, LLC, a Missouri limited liability company ("Solar Ocean 3").

RECITALS:

WHEREAS, Assignor and Solar Ocean 3 are parties to a Master Energy Lease and Easement Agreement, dated 7-25-2013 _____, including all exhibits, attachments, assignments and amendments thereto (the "Agreement"), governing the agreement by Solar Ocean 3 to Assignor of a grid-connected photovoltaic, solar electric generating system (the "System") located at 8812 East Gregory Blvd, _____ (the "Site"); This Agreement was previously held by Brightergy, LLC, a Missouri limited liability company, or its affiliate, but was assigned to Solar Ocean 3 in connection with a Membership Interest Purchase Agreement dated as of May 5, 2017 and Assignment and Assumption Agreement dated as of May 5, 2017.

WHEREAS, Assignor has agreed to assign and the Assignee has agreed to accept the transfer of certain specified rights and obligations of the Agreement to Assignee;

WHEREAS, the portions of the Agreement to be assigned herein are solely those provisions applicable to the portion of the System located on, attached to, and providing power to the school building located at the Site, with all provisions applicable to portions of the System located on or providing power to other parts of the Site to remain the responsibility of Assignor. The portion to be assigned is more specifically defined as the 25 kW solar array located on the east side of the school building, providing power to the school building, and associated with utility account # 5862-97-9283 ("Assigned System").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

AGREEMENT:

1. Capitalized Terms. Initially capitalized terms used but not defined herein shall have the meanings for such terms set forth in the Agreement.
2. Assignment and Assumption of the Agreement. Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Agreement solely with respect to the Assigned System and all assets related to the Agreement with respect to the Assigned Systems. As stated above, the "Assigned System" shall include only the 25 kW solar array located on the east side of the school building, providing power to the school building, and associated with utility account #5862-97-9283. This assignment and transfer to Assignee shall not affect Assignors rights, responsibilities, or obligations on the remaining 73 kW solar array that supplies power to Assignor. Assignee hereby accepts such assignment to it and assumes such related obligations and liabilities and agrees to be legally bound by and to fully observe and perform all covenants and conditions of the Agreement, as further amended herein, solely with respect to the Assigned System.
3. Representations and Warranties. Assignor hereby represents, warrants and covenants to and with Assignee with respect to the Agreement and the Assigned System:
 - (a) Upon the execution of this Assignment, Solar Ocean 3 and its service providers will be authorized to enter the Site in accordance with the Access Easement for purposes under the Agreement and in compliance with the Agreement.
 - (b) The Parties are aware of no material adverse change in law affecting the Energy System or any of the documents to which Assignor, Assignee or Solar Ocean 3 are a party concerning the Agreement and/or the System.

4. Assignor. All payments to be made by Assignor to Solar Ocean 3 pursuant to the Agreement shall be sent to Solar Ocean 3, LLC, P.O. Box 13051, Tucson, AZ, 85732-3051. Assignor shall forward to Solar Ocean 3 at the same address any and all payments it receives pursuant to the Agreement that otherwise should have been paid to Solar Ocean 3.
5. Miscellaneous. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and may not be modified orally, but only by a writing subscribed by the party charged therewith. This Assignment may not be assigned absent the written consent of each of the parties hereto. This Assignment shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. This Assignment supersedes all prior agreements and understandings (whether oral or written) between or among the parties with respect to the assignment addressed herein. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
6. Written Consent. This Assignment shall constitute written consent to the assignment as required by Paragraph 21 of the Agreement.
7. Assignee Amendments. All Parties to this Assignment agree that the Agreement will be deemed amended insofar as it applies or will apply to Assignee and insofar as it applies or will apply to Solar Ocean 3's rights, duties, and obligations with regards to Assignee, as follows:
- a. The Commercial Operation Date is defined as August 1, 2014.
 - b. The Payment Schedule for Assignee shall be \$196.00 per month as of the Initial Term with a 2% annual escalator. Given the increase due to the 2% escalator, the current payment amount for Assignee is 208.00.
 - c. Section 3 of the Agreement is repealed and replaced as follows:
 3. Access Easement
 - (a) LESSEE hereby grants to LESSOR a non-exclusive access easement appurtenant to the Site, whereby LESSEE grants to LESSOR the right to ingress and egress from the Solar System over and across the Site (the "Access Easement"). LESSOR may only use the Access Easement for the purposes set forth in this Agreement. LESSOR shall give LESSEE at least twenty-four (24) hours oral or written (which may be by email) notice of LESSOR's intent to enter the Premises. Notwithstanding anything to the contrary in this Agreement, Lessor shall be permitted to access the Access Easement twenty-four (24) hours a day, seven (7) days a week for emergency purposes, as reasonably determined by LESSOR. All such emergency work shall be diligently prosecuted to completion so that such work shall not remain in a partly finished condition any longer than necessary for completion.
 - (b) LESSOR's Access Easement shall be that route or routes over LESSEE's Site and means of access to the Solar System that causes the reasonably minimum amount of interference with Lessee's operations thereon. Further, LESSOR recognizes and agrees that, except in the case of an emergency, LESSOR will not, except with LESSEE's approval (which may be oral or by e-mail) given in LESEE's sole discretion, use the Access Easement and/or perform any work, maintenance or repairs on the Solar System during the times that school is in session at the Property.
 - (c) The Parties agree that the Access Easement pertains solely to access to the grounds and building exteriors at LESSEE's Site, and does not apply to or grant access to the interior of any building at the Site. Any access to building interiors by LESSOR or its agents shall be solely upon LESEE's prior approval, which approval will not be unreasonably denied but which approval may be reasonably conditioned, which conditions may include, but are not limited to, accessing interior areas only during non-school hours and being escorted by an agent of LESSEE during any interior access.
 - (d) Notwithstanding any other provision of this Agreement, LESSOR shall only permit use of the Access Easement by individuals who have successfully passed a criminal background check, conducted by LESSOR or its agent at LESSOR's expense. Such background check shall, at a minimum, include a search of the Missouri State Highway Patrol's Criminal Records Repository and Sex Offender Registry. Such background check will only be considered successfully passed if the search results 1) contain no felony charges or convictions 2) contain no charges or convictions for any crime against a child, and 3) indicate that the individual is not a registered sex offender. Exceptions to this requirement may be granted by LESSEE in its sole discretion.
 - d. Subsection 4(a)(iii) of the Agreement is deleted in its entirety.
 - e. Section 7 of the agreement is modified by striking the words "church publications and."

f. Subsection 15(a) is repealed and replaced as follows:

(a) Solely to the extent permitted by law, LESSOR and LESSEE (each, in such case, an "Indemnifying Party") shall indemnify, defend and hold the other Party and its employees directors, officers, managers, members, shareholders and agents (each, in such case, and "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorneys' fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.

g. Subsection 15(e) is modified by striking the words "employees, agents or parishioners" and replacing said words with the words "employees or agents."

h. Subsection 16(b)(ii) is repealed and replaced as follows:

(ii) as to LESEE's liability, an amount equal to the cost of removing the Solar System, plus an amount equal to all remaining payments due to LESSOR under this Agreement for the then current fiscal year of LESSEE.

i. Section 20 is amended by the addition of a new subparagraph (v) at its conclusion, to read as follows, together with appropriate adjustments to punctuation:

(v) disclosed pursuant to a request under Missouri's Sunshine Law, §§ 610.010, RSMO, et seq.

j. A new section 39 is added as follows:

39. Annual Termination Right.

Pursuant to and in compliance with § 177.082, RSMo, LESSEE shall have an option to terminate this Agreement on an annual basis without penalty. To exercise this option, LESSEE shall provide written notice to LESSOR of such exercise no later than April 1, with such termination to be effective June 30. Upon such termination, LESSEE shall have no further obligation to LESSOR.

8. Assignor Amendments. All Parties to this Assignment agree that the Agreement will be deemed amended insofar as it applies or will apply to Assignor and insofar as it applies or will apply to Solar Ocean 3's rights, duties, and obligations with regards to Assignor, as follows:

a. The Payment Schedule for Assignor shall be \$588.00 per month as of the Initial Term with a 2% annual escalator. Given the increase due to the 2% escalator, the current payment amount for Assignor is \$623.99.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each of the parties hereto have caused this Assignment to be signed by their respective duly authorized officers as of the date hereof.

ASSIGNOR: Our Lady of Lourdes _____

By: _____

Name: _____

Title: _____

ASSIGNOR: Catholic Diocese of Kansas City – St. Joseph _____

By: _____

Name: _____

Title: _____

ASSIGNEE: Raytown C-2 School District _____

By: _____

Name: _____

Title: _____

Solar Ocean 3: Solar Ocean 3, LLC _____

By: _____

Name: _____

Title: _____