

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Agreement**”) is made as of May 9th 2017, by and between Blue Sky Utility LLC, a California limited liability company (“**Assignor**”), and Blue Sky Utility – Sub 1 LLC, a California limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor owns the project assets associated with the solar project at the North State Grocery Inc. store at Orland, CA (“Solar Project”) as designated on **Attachment A** (“Project Assets”) to this Agreement;

WHEREAS, Assignor desires to enter into this Agreement in order to memorialize its assignment to Assignee of the Project Assets, and Assignee’s acceptance such assignment for the purpose of developing, designing, procuring and constructing the Solar Project

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties intending to be legally bound, agree as follows:

1. Assignment. Pursuant to the terms and conditions set forth in this Agreement, Assignor hereby assigns to Assignee all of the Project Assets, free and clear of all Liens, and Assignee hereby accepts such assignment of the Project Assets.

2. Further Assurances. Subject to the terms of this Agreement, the parties hereto shall take all reasonable and lawful action as may be necessary or appropriate to cause the assignment of the Project Assets from Assignor to Assignee to be carried out and effectuated.

3. Successors and Assigns. This Agreement shall be binding upon Assignor and Assignee, and their respective successors and assigns. The terms and conditions of this Agreement shall survive the consummation of thre assignments described herein.

4. Governing Law. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of California applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.

5. Entire Agreement. This Agreement and the other documents delivered thereto, constitutes the entire agreement and supersedes all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

6. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this ASSIGNMENT AND ASSUMPTION AGREEMENT is signed as of the date first written above.

ASSIGNEE

BLUE SKY UTILITY – SUB 1, LLC,
a California limited liability company



By: _____
By: Blue Sky Utility LLC - Manager
Name: Ran Bujanover
Title: President

ASSIGNOR

BLUE SKY UTILITY LLC, a California limited
liability company



By: _____
Name: Ran Bujanover
Title: President

[Signature Page to Orland Assignment and Assumption Agreement]

ATTACHMENT A

PROJECT ASSETS

1. Solar Service Participation Agreement by and between North State Grocery Inc. and Blue Sky Utility LLC
2. Master Engineering, Procurement and Construction Service Agreement by and between Bright Power Inc. and Blue Sky Utility LLC
3. Amended and Restated Renewable Energy Generating System Lease Agreement by and between XYZ Orland LLC and Blue Sky Utility LLC