

Assignment of Solar Renewable Energy Credit Transfer Agreement

This Assignment is made and entered into this _____ day of _____, 20____, by and between _____ ("Assignor"), and _____, ("Assignee").

Background:

A. On _____, 20____, Assignor and SEU One, LLC entered into a Solar Renewable Energy Credit Transfer Agreement ("Transfer Agreement"), a true and correct copy of which is attached hereto and incorporated by reference herein. The Transfer Agreement pertains to the sale and transfer by Assignor of solar renewable energy credits created by a solar power project (the "Project") to SEU One.

B. Assignor wishes to assign the Transfer Agreement to Assignee, who is the purchaser or transferee of the Project which is the subject of the Transfer Agreement.

C. Pursuant to Section 7.8 of the Transfer Agreement, Assignor has the right to assign the Transfer Agreement in connection with any financing of the Project or to a purchaser or transferee of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

1. The Background is incorporated herein by reference.
2. Assignor does hereby assign and transfer to Assignee all of its rights under the Transfer Agreement.
3. Assignee hereby expressly accepts the assignment, assumes Assignor's obligations under the Transfer Agreement and agrees to be bound by all provisions of the Transfer Agreement.
4. This assignment shall not relieve Assignor of any obligations under the Transfer Agreement.
5. SEU One, LLC hereby consents to the assignment of the Transfer Agreement set forth herein.
6. This Assignment shall not:
 - (a) Operate to modify, alter or amend any of the provisions of the Transfer Agreement, including, without limitation, the restrictions on assignment and transfer contained in the Transfer Agreement, except as expressly set forth herein; nor

- (b) constitute consent by Assignor to any future assignment or transfer of the Transfer Agreement; nor
- (c) be construed as a consent or approval of any matters which may be contemplated by the Transfer Agreement and which are subject to Assignor's further consent or approval under the Transfer Agreement, except as expressly set forth therein.

7. Miscellaneous.

- (a) This Assignment may be executed in any number of counterparts and by the different parties hereto as separate counterparts, each of which when so executed and delivered shall be an original, and all of which shall together constitute one and the same instrument.
- (b) Neither this Assignment nor any of the terms hereof may be amended, terminated, supplemented, waived or modified, except pursuant to a written instrument executed by each of the parties hereto.
- (c) This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
- (d) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to all restrictions contained in the Transfer Agreement and this Assignment with respect to such assignment and other transfers.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Owner:

[Name of Owner/Assignor]

By: _____

Assignee:

[Name of Assignee]

By: _____

SEU One, LLC

By: _____

Date: _____