

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”), dated as of December 21, 2018, is by and between BayWa r.e. Development LLC, a Delaware limited liability company (“**Assignor**”), and PSEG Solar North Carolina LLC, a Delaware limited liability company (“**Assignee**”), with reference to the Operating Agreement of North 301 Solar, LLC (the “**Company**”), dated March 18, 2016 (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the MIPA (as defined below).

RECITALS:

- A. Assignor is the sole member of the Company holding 100% of the membership interests thereof (the “**Membership Interests**”), which provides Assignor with various rights, duties and obligations under the Agreement and applicable law;
- B. In connection with the transfer by Assignor of the Membership Interests to Assignee as contemplated by the Membership Interest Purchase Agreement, dated as of December 21, 2018 (the “**MIPA**”), between Assignor and Assignee, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to accept and assume from Assignor all of the Membership Interests and all of the rights, duties and obligations arising under the Agreement and the MIPA and applicable law.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained hereinafter and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment and Assumption. Assignor hereby assigns, transfers, sells and conveys to Assignee all of the Membership Interests, free and clear of all Encumbrances (as defined in the MIPA). Assignee hereby expressly accepts the Membership Interests and assumes all of the obligations of the Membership Interests arising or accruing after the Closing Date.
- 2. MIPA. In the event of a conflict or inconsistency between any term of this Assignment and any term of the MIPA, the latter shall control.
- 3. Representations and Warranties of Assignor and Assignee. Each of Assignor and Assignee hereby represents and warrants to the other that this Assignment has been duly authorized by all necessary corporate, partnership or limited liability action, and upon its execution and delivery in accordance with the provisions hereof will constitute the legal, valid and binding obligation of such person, enforceable against it in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application from time to time in effect that affect creditors’ rights generally and (ii) general principles of equity.
- 4. Successors and Assigns. The terms of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Additionally,

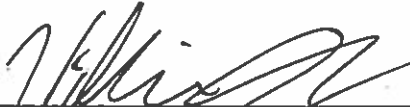
Assignor and Assignee hereby agree that this Assignment shall inure to the benefit of the Company.

5. Further Assurances. Each party hereto shall, from time to time, execute such other documents and agreements and provide such certificates as any other party may reasonably request to carry out and fulfill the transactions, and permit the exercise and assumption of, such rights and obligations as are contemplated hereunder.
6. Entire Agreement. This Assignment, together with the MIPA, constitutes, on and as of the date hereof, the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, between such parties with respect to the subject matter hereof are hereby superseded in their entirety.
7. Effectiveness and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts has been duly executed by each of the parties hereto and duly delivered to the other parties hereto. The delivery of an executed counterpart of this Agreement by electronic or facsimile transmission shall be deemed to be valid delivery thereof.
8. Governing Law. This Assignment and the rights and obligations of the parties hereunder shall be governed by, enforced and interpreted in accordance with the laws of the State of New York, without regard to conflicts of laws rules that require or permit the application of the laws of another jurisdiction. Venue for any suit, legal action or other legal proceeding arising out of or relating to this Assignment shall be brought in the Supreme Court of New York for New York County or the United States District Court for the Southern District of New York located in New York, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts for determining any dispute concerning this Assignment. Each party waives any right it has to object to an action being brought in those courts, including claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized representatives as of the day and year first above written.

ASSIGNOR:

BAYWA R.E. DEVELOPMENT LLC

By 
Name: William Guller
Title: CFO

ASSIGNEE:

PSEG SOLAR NORTH CAROLINA LLC

By _____
Name: Ralph A. LaRossa
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized representatives as of the day and year first above written.

ASSIGNOR:

BAYWA R.E. DEVELOPMENT LLC

By _____
Name:
Title:

ASSIGNEE:

PSEG SOLAR NORTH CAROLINA LLC

By  _____
Name: Ralph A. LaRossa
Title: Chief Executive Officer