

ASSIGNMENT OF RFP AWARD

THIS ASSIGNMENT OF RFP AWARD ("**Assignment**") is made effective as the 19day of August, 2016, by and between SunVest Solar, Inc., a Wisconsin corporation ("**Assignor**") and New Energy Equity, LLC, a Maryland limited liability company ("**Assignee**").

WHEREAS, on April 11, 2016, the Delran Board of Education ("Board") issued a Request for Proposals ("**RFP**") for the construction of Solar PV Systems ("**Project**") at: (i) Delran High School; (ii) Delran Intermediate School; (iii) Delran Middle School; (iv) Millbridge Elementary School; and

WHEREAS, the RFP required the successful bidder to design, build, own, operate, maintain, and finance the Project and to specify the price and related terms and conditions for the sale of the solar energy produced by the Project to the Board which would be incorporated in a power purchase agreement; and

WHEREAS, on May 9, 2016, after reviewing the bids submitted by all vendors, the Board adopted a resolution determining that Assignor's bid was the most responsive, responsible bidder and authorized award of the contract for the construction of the Project to Assignor; and

WHEREAS, in order to facilitate the financing and construction of the Project, Assignor must assign all of its rights and duties under the award of the contract for the financing and construction of the Project to Assignee; and

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to the RFP Award, and Assignee desires to accept and assume all of Assignor's right, title and interest and obligations in and to the RFP Award upon the terms and conditions herein provided.

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

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, interest in, and delegates all its obligations to and under the RFP and Assignee hereby accepts such assignment and delegation.
2. Assignor represents and warrants to Assignee that the RFP Award is in full force and effect and has been duly authorized and executed by Assignor and Assignor is free from default under the RFP.
3. Each party to this Assignment represents and warrants to the other that this Assignment has been duly authorized, executed, and delivered by it and it constitutes a valid, legal and binding assignment of the Agreement.

4. This Assignment may be executed in counterparts. Electronically transmitted or re-transmitted signatures shall be deemed to be originals for all purposes.
5. **Representations and Warranties of Assignor.** The Assignor hereby represents and warrants to the Assignee that:
 - a. the Assignor has the full right, power and authority to enter into and perform this Assignment and to sell, grant, convey and assign the RFP Award to the Assignee;
 - b. the Assignor is not a party to any agreement, understanding or dispute that would conflict with this Assignment;
 - c. the RFP Award in whole or in part have heretofore never been assigned or licensed to any person or entity;
 - d. there are no liens, claims or encumbrances on any portion of the RFP Award; and
 - e. any and all third party consents required for the valid assignment of the RFP Award to the Assignee have been obtained.
 - f. The Assignor indemnifies and holds Assignee harmless against any claims arising out or as a result of statements and/or representations made by Assignor during the RFP process which are later found to be negligent and/or false or otherwise made without substantial justification.
6. **Representations and Warranties of Assignee.** The Assignee hereby represents and warrants to the Assignor that:
 - a. the Assignee has the full right, power and authority to enter into and perform this Assignment as it applies to the Assignee and;
 - b. the Assignee is not a party to any agreement, understanding or dispute that would conflict with this Assignment.
 - c. The Assignee indemnifies and holds Assignor harmless against claims arising out of as a result of statements and/or representations made by Assignee.
 - d. The Assignee acknowledges the standing Letter of Intent dated July 8, 2016 to execute Engineering, Procurement and Construction Agreement "EPC" with Assignor.
7. **Further Instruments.** The Assignor shall execute, acknowledge and deliver to the Assignee, within five (5) days of the Assignee's request for the same, such further instruments and documents as the Assignee may 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 the Assignee's rights in the Assigned Items identified in this Assignment, to exercise all the rights arising under this Assignment anywhere in the United States.

IN WITNESS WHEREOF, the parties hereby have executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

SunVest Solar, Inc., a Wisconsin Corporation

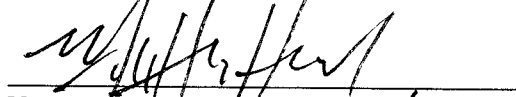


Name: Kirk Kindred

Title: National Sales Director

ASSIGNEE:

New Energy Equity, LLC, a Maryland Limited Liability Company



Name: Matthew E. Hankel

Title: Chief Operating Officer

BOARD: Consent to Assignment
Delran Board of Education

Name:

Title: