

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") to the is entered into as of January 30, 2013, by and between by and between Tioga Solar San Manuel, LLC ("Assignor"), and MSM Solar, LLC ("Assignee", together with Assignor, the "Parties").

WHEREAS, Assignor and Mammoth San Manuel Unified School District No. 8, a political subdivision of the State of Arizona. ("Host") have entered into that Power Purchase Agreement dated as of April 16, 2012 (the "PPA");

WHEREAS, Section 25(e) requires the consent of the Host for the assignment of the PPA.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be legally bound by this Agreement, the Parties hereto agree as follows:

1. **Assignment and Assumption of Agreement.** Effective as of the date set forth above, (i) the Assignor hereby irrevocably sells, assigns, transfers and conveys to the Assignee all of its right, title and interest in, under and to the PPA and the services being delivered thereunder; (ii) the Assignee hereby assumes all right, title and interest in, under and to the PPA and those certain obligations, liabilities and duties of the Assignor under the PPA and confirms that it shall be deemed a party to each PPA as if it were named therein. The Assignor shall have no further duty, obligation, liability or burden under the PPA.

2. **No Other Changes.** Except as otherwise expressly provided or contemplated by this PPA, all of the terms, conditions and provisions of the PPA remain unaltered and in full force and effect.

3. **Consent to Assignment.** Host hereby agrees, acknowledges and consents to the assignment of the PPA by Assignor to Assignee. Further, the Parties and Host agree and acknowledge that any payments due to PV Advanced Concepts LLC under the terms of the original request for proposal shall be the responsibility of the Assignee.

4. **Address for Notices.** As of the date hereof, the address for notice to the Provider set forth in the PPA shall be replaced with the following address for notice:

MSM Solar, LLC
c/o Solar Plus
5028 E. 22nd St.
Tucson, AZ 85711
Attn: Robert Neifert

5. **Miscellaneous Provisions.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.

(b) **Enforceability; No Other Changes.** Provider and Host hereby represent and warrant to the other as of the date hereof that all actions required to be taken in order to make this Agreement effective have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered. Except as otherwise expressly provided or contemplated by this Agreement, all of the terms, conditions and provisions of the PPA remain unaltered and in full force and effect.

(c) **Counterparts.** This Agreement 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.

(rest of page left blank intentionally; signatures appear on next page)

IN WITNESS WHEREOF, duly authorized and intending to be legally bound hereby, Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNOR:

TIOGA SOLAR SAN MANUEL, LLC,

By: ~~Tioga Energy, Inc., sole member~~

By: 

Name: Marc Roper

Title: Vice-President, Sales and Marketing

ASSIGNEE:

MSM SOLAR, LLC,

By:

By: 

Name: R. Charette Jr.

Title: President

AGREED AND ACKNOWLEDGED:

**MAMMOTH SAN MANUEL
UNIFIED SCHOOL DISTRICT NO. 8,**

By: 

Name:

Title:

JOHN J. RYAN

Superintendent