GARDERE

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December 31, 2012

***VIA FEDEX – Overnight***
Palo Verde College
1 College Drive
Blythe, CA 92225
Fax: (760) 922-0230
Attn: College President

Re: Closing Effectiveness Letter pertaining to Acknowledgement and Confirmation dated as of December 5, 2012, between Palo Verde College and SSA Solar of CA 2, LLC (the "Acknowledgement").

Dear Sir/Madam:

Enclosed please find an original of the executed Closing Effectiveness Letter to be delivered pursuant to Section 6 of the Acknowledgement.

In addition, we have enclosed for your records a copy of the executed Bill of Sale, Assignment and Assumption Agreement by and between BP Solar International Inc. and SSA Solar of CA 2, LLC dated December 31, 2012.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Quan Vu

**Closing Effectiveness Letter**

December 31, 2012

Palo Verde College
1 College Drive
Blythe, CA 92225
Fax: (760) 922-0230
Attn: College President

Re: Closing Effectiveness Notice

Dear College President:

Reference is hereby made to that certain Acknowledgement and Confirmation dated as of December 5, 2012, between Palo Verde College and SSA Solar of CA 2, LLC (the "Acknowledgement"). All defined terms used herein and not otherwise defined herein shall have the meanings given them in the Acknowledgement.

The undersigned notify you that, as of the date hereof, the closing of the assignment and assumption described in Recital B to the Acknowledgement has occurred. This letter constitutes the "Closing Effectiveness Notice" described in Section 6 of the Acknowledgement.

SSA Solar of CA 2, LLC, as Provider under the Acknowledgment, also hereby notifies you that the "Financier" under the Acknowledgement is: PNC Energy Capital, LLC. The Financier's address for notice purposes is:

995 Dalton Avenue
Cincinnati, OH 45203
Attn: Corporate Counsel
Telephone: (513) 455-2300
Facsimile: (513) 763-1637

In accordance with Section 3 of the Acknowledgment, Host is hereby instructed to deposit all payments due to Provider under the MSPSA into the Lockbox Account described in Schedule I hereto.

*[Signature Page to Follow]*

Sincerely,

BP SOLAR INTERNATIONAL INC.

By: David Knapp

Name: David Knapp

Title: Vice President

SSA SOLAR OF CA 2, LLC

By:_____

Name:_____

Title:_____

Sincerely,

BP SOLAR INTERNATIONAL INC.

By:_____

Name:_____

Title:_____

SSA SOLAR OF CA 2, LLC

By:_____

Name: Clay M. Biddinger

Title: Manager and Chairman

[*Signature Page to Closing Effectiveness Letter – PVC*]

**Schedule I**
**Lockbox Account Information**

## LOCKBOX ACCOUNT

| | |
|---|---|
| Bank: | PNC Bank, National Association<br>Cincinnati, OH |
| Account Name: | SSA SOLAR OF CA 2, LLC |
| Account #: | 4260601695 |
| ABA #: | 041000124 |

| | |
|---|---|
| Lockbox Address: | SSA Solar of CA 2, LLC<br>P O Box 932398<br>Cleveland, OH 44193 |

## RESERVE ACCOUNT

| | |
|---|---|
| Bank: | PNC Bank, National Association<br>Cincinnati, OH |
| Account Name: | SSA SOLAR OF CA 2, LLC |
| Account #: | 4260601708 |
| ABA #: | 041000124 |

Execution Version

# BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into as of December 31, 2012 (the "*Agreement*"), among BP SOLAR INTERNATIONAL INC., a Delaware corporation (the "*Assignor*") and SSA SOLAR OF CA 2, LLC, a California limited liability company (the "*Assignee*").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase and Sale Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), by and between Assignor and KENYON ENERGY, LLC, a Florida limited liability company ("*Kenyon*"), an affiliate of Assignee, Assignor agreed to sell, assign, convey, transfer and deliver all of its right, title and interest in the Acquired Assets (as defined in the Purchase Agreement) to Kenyon and Kenyon has agreed to purchase and acquire such Acquired Assets from Assignor, all as more fully described in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor and Kenyon have agreed that, among other things, Kenyon shall assume the Assumed Liabilities (as defined in the Purchase Agreement) associated with the Assigned Assets; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement among Kenyon, Assignee and certain of their Affiliates dated December 31, 2012, Kenyon has assigned to Assignee its rights to purchase the Acquired Assets that are related to the Facility (as defined in the Purchase Agreement) set forth on Exhibit A hereto (the "*Assignee Acquired Assets*"), and Assignee has agreed to assume the Assumed Liabilities related to such Assignee Acquired Assets (the "*Assignee Assumed Liabilities*");

NOW, THEREFORE, in consideration of the transactions contemplated in the Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Capitalized terms which are used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of its right, title and interest in and to the Assignee Acquired Assets effective as of the date hereof, free and clear of all Encumbrances, except for Permitted Encumbrances. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNOR IS ASSIGNING SUCH ASSIGNEE ACQUIRED ASSETS HEREUNDER ON AN "AS IS" AND "WHERE IS" BASIS, AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE REGARDING SUCH ASSIGNEE ACQUIRED ASSETS, WHETHER EXPRESS, IMPLIED, WRITTEN, OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO THE MERCHANTABILITY OF SUCH ASSIGNEE ACQUIRED ASSETS OR THE FITNESS OF SUCH ASSIGNEE ACQUIRED ASSETS FOR USE FOR A PARTICULAR PURPOSE.

Assignee hereby assumes and agrees to pay, perform and discharge in accordance with their terms, on the terms and conditions of the Purchase Agreement, all of the Assignee Assumed Liabilities and agrees that it shall be deemed to be a party to each Assigned Contract listed on Exhibit A hereto and to be bound by all of the terms of, and to undertake all of the obligations of Assignor under each such Assigned Contract, including any accrued obligations existing as of the date hereof.

Assignee hereby accepts such assignment, transfer, and assumption effective as of the date hereof.

This Agreement may not be modified, amended, changed, discharged or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law.

The performance and interpretation of this Agreement shall be controlled by the substantive laws of the State of New York without giving effect to its conflicts of law rules or principles (other than the provisions of Sections 5-1401 and 5-1402 of the New York General Obligations Law).

This Agreement is delivered pursuant to and is subject to the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall prevail.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first above written.

ASSIGNOR:

BP SOLAR INTERNATIONAL INC.

By: _____
Name: DAVID KNAPP
Title: Vice-President

ASSIGNEE:

SSA SOLAR OF CA 2, LLC

By: _____
Name: _____
Title: _____

[*Signature page to Bill of Sale, Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first above written.

ASSIGNOR:

BP SOLAR INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

SSA SOLAR DE C 2, LLC

By: _____
Name: Clay M. Biddinger
Title: Manager and Chairman

[*Signature page to Bill of Sale, Assignment and Assumption Agreement*]

Exhibit A-1

**Facility**

Palo Verde – 1 College Drive, Blythe, CA 92225

Exhibit A-II

**Assigned Contracts**

1. Master Solar Power and Service Agreement between BP Solar International Inc. and Palo Verde College, dated as of March 1, 2008, and further amended as of April 9, 2008 and December 9, 2008.

2. California Solar Initiative Program Reservation Request Form and Program Contract, Reservation Number SCE-CSI-08-1825, among Southern California Edison Company, BP Solar International Inc. and Palo Verde College (Palo Verde Property).