Assignment and Assumption Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into as of June 18, 2019 by and between Oberon Solar LLC, a Delaware limited liability company ("Assignor") and Oberon Solar IA, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and **Ector County Independent School District** (" District"), are parties to that certain **AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** dated December 18, 2018 (as such agreement may be amended, amended and restated or otherwise modified from time to time, (the "Tax Abatement Agreement");

WHEREAS, Assignor desires to assign and delegate to Assignee all of its rights, interests, duties, and obligations under the Tax Abatement Agreement ("Assigned Rights and Obligations");

WHEREAS, Section 10.2 and 10.3 of the Tax Abatement Agreement provides that an assignment thereof may occur with the approval of the District and Comptroller;

WHEREAS, on April 30, 2019, the District received from Oberon Solar LLC, Texas Taxpayer Identification Number 32063848157, a request to amend the Application and amend the Tax Abatement Agreement to assign the Application and the Tax Abatement Agreement in its entirety to Oberon Solar IA, LLC, Texas Taxpayer Number 32068876120;

WHEREAS, the Texas Comptroller's Office reviewed such request to amend the Application and assign the Tax Abatement Agreement, and on June 11, 2019, issued and provided to the District an amended certificate for limitation on appraised value of the property described in the Application reaffirming the determinations made in the certificate for limitation on appraised value dated October 17, 2018, and approving the form of the Agreement;

WHEREAS, on June 18, 2019, the Board of Trustees approved the form of this Agreement to assign the Tax Abatement Agreement from Assignor to Assignee, and authorized the Board President and Secretary to execute such Agreement; and

WHEREAS, Assignee desires to accept such assignment and delegation and to assume all such rights, interests, duties and obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties intending to be legally bound, agree as follows:

1. **Assignment**. Assignor hereby assigns and delegates to Assignee all of the Assigned Rights and Obligations under the Tax Abatement Agreement.

2. **Assumption**. Assignee hereby assumes all of the Assigned Rights and Obligations under the Tax Abatement Agreement.

3. **Counterparts**. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officials, hereby execute and deliver this ASSIGNMENT AND ASSUMPTION AGREEMENT, effective as of the date first written above.

ASSIGNOR

OBERON SOLAR LLC

By: Hanwha Energy USA Holdings Corporation
d/b/a 174 Power Global
(formerly 174 Power Global Corporation)

Its: Manager

By: _____

Name: Henry Yun

Title: President

ASSIGNEE

OBERON SOLAR IA, LLC

By: Hanwha Energy USA Holdings Corporation
d/b/a 174 Power Global
(formerly 174 Power Global Corporation)

Its: Manager

By: _____

Name: Henry Yun

Title: President

IN WITNESS WHEREOF, the District by their duly authorized officials, hereby execute, **ACKNOWLEDGE, AGREE, AND APPROVE** the ASSIGNMENT AND ASSUMPTION AGREEMENT, effective as of the date first written above.

Ector County Independent School District

By: President,
Board of Trustees

ATTEST:

By: Secretary
Board of Trustees