

**AMENDMENT, ASSIGNMENT, ASSUMPTION,
CONSENT AND RELEASE AGREEMENT**

This AMENDMENT, ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT ("Agreement") is dated as of October [], 2013, ("Effective Date") by and between US TOPCO INC., a California corporation ("Topco"), LANCASTER HOUSING AUTHORITY, a public body, corporate and politic (the "LHA"), and EVER CT SOLAR FARM LLC, a California limited liability company ("EverCT"). (Topco, the Authority and EverCT are individually referred to as a "Party" and collectively as the "Parties".)

RECITALS

- A. Topco and the LHA entered into that certain Renewable Generating Facility Site Lease, dated June 14, 2013 ("Lease").
- B. Topco and the LHA wish to amend the Lease as set forth herein.
- C. Topco wishes to assign the Lease to EverCT and EverCT wishes to assume the Lease.
- D. The LHA wishes to approve such assignment and assumption and wishes to subsequently release Topco from all liability under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth in this Agreement, the Parties hereto agree as follows:

- 1) Amendment. The Lease shall be amended as follows:
 - a) Section 1.1(b) of the Lease shall be deleted in its entirety and the following shall be inserted in lieu thereof:

“(b) Commencing on the Renewable Generating Facility’s date of Initial Operation (as defined in the power purchase agreements for the Renewable Generating Facility), the Developer shall pay rent (the “Rent”) to the LHA in the amount of \$1,552.25 per acre per annual period (each subsequent annual period commencing on the anniversary of the Initial Operation date). The Developer shall pay the Rent on a semiannual basis as provided herein. For each such annual period the Developer will be invoiced within thirty (30) days after the first day of that annual period for the first semiannual Rent payment and then one hundred (180) days later for the second semiannual Rent payment. All invoices issued by the LHA to the Developer for Rent as set forth herein shall be due and payable upon receipt. The Rent shall be due throughout the term of this Lease. Rent payments shall be made payable to the “Lancaster Housing Authority” and mailed or delivered to the address set forth in Article XIII of this Lease, or such other address as the LHA may designate.”
 - b) Section 10.2 of the Lease shall be deleted in its entirety and the following shall be inserted in lieu thereof:

“(a) Developer may, without the prior written consent of the LHA, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Lease

Agreement to any Financing Party, (ii) directly or indirectly assign this Lease Agreement to an affiliate of Developer, (iii) assign this Lease Agreement to any entity through which Developer is obtaining financing or capital for the Renewable Generating Facility and (iv) assign this Lease Agreement to any person succeeding to all or substantially all of the assets of Developer (provided that Developer shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Developer's obligations hereunder by the assignee). The LHA's consent to any other assignment shall not be unreasonably withheld if the LHA has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the Renewable Generating Facility and providing services comparable to those contemplated by this Lease Agreement and (y) has the financial capability to maintain the Renewable Generating Facility and provide the services contemplated by this Lease Agreement in the manner required by this Lease Agreement. This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

(b) The Parties acknowledge that Developer may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("Financing Parties") in connection with the installation, construction, ownership, operation and maintenance of the Renewable Generating Facility. Both Parties agree in good faith to consider and to negotiate changes or additions to this Lease Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Lease Agreement. The Parties also agree that Developer may assign this Lease Agreement to the Financing Parties as collateral, and in connection with any such assignment, the LHA agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties."

2) Assignment. Topco hereby assigns to EverCT all of Topco's right, title and interest to the Lease.

3) Acceptance and Assumption. EverCT accepts the foregoing assignment by Topco of all of its right, title and interest in and to the Lease and assumes performance of all terms, covenants and conditions on the part of Topco to be performed, occurring or arising under the Lease, from and after the Effective Date.

4) No Default, Consent and Release. The LHA hereby represents and warrants that Topco is not currently in default under the Lease and consents to Topco's assignment of the Lease to EverCT, and hereby releases Topco from all currently outstanding and all future obligations under the Lease.

5) Indemnification by Topco. Topco shall defend, indemnify, and hold harmless EverCT, EverCT's affiliates, and each of their respective successors, assigns, officers, directors, shareholders, managers, members, partners, employees, representatives and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney fees, for injury or death to any person, or damage to any property to the extent arising from the performance or non-performance, before the date of this Agreement, of Topco's obligations under the Lease.

6) Indemnification by EverCT. EverCT shall defend, indemnify, and hold harmless Topco, Topco's affiliates, and each of their respective successors, assigns, officers, directors, shareholders,

managers, members, partners, employees, representatives and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney fees, for injury or death to any person, or damage to any property to the extent arising from the performance or non-performance, on or after the date of this Agreement, of EverCT's obligations under the Lease.

7) Governing Law. The laws of the State of California shall govern and control this Agreement, all performance, and any disputes arising under this Agreement or otherwise arising out of or relating to this Agreement.

8) Severability. Should any provision of this Agreement be held illegal or unenforceable by a court of law, said provision shall be considered deleted from this Agreement and the remainder of this Agreement shall continue in full force and effect.

9) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

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IN WITNESS WHEREOF, the parties have caused this AMENDMENT, ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT to be executed by their authorized representatives as of the Effective Date first above written.

US TOPCO ENERGY INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EVER CT SOLAR FARM LLC

By: _____

Print Name: _____

Title: _____

Date: _____

LANCASTER HOUSING AUTHORITY

By: _____

Print Name: _____

Title: _____

Date: _____