



Dalkia Energy Solutions, LLC
200 Cummings Center, Suite 177C
Beverly, MA 01915

August 6, 2020

Mr. Kevin Sourisseau
Deputy Director, Department of Municipal Development
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

Re: Notice of Assignment and Assumption

Dear Kevin,

We write to notify you that an intra-group assignment was made August 6, 2020 ("**Effective Date**") by Citelum U.S. Inc to us of certain business and assets related to the O&M Services for the City of Albuquerque Smart Street Lighting Project, including those agreements and arrangements with the City of Albuquerque.

Attached is the Assignment and Assumption Agreement confirming this transfer, including, as an Exhibit to it, the relevant agreements with the City of Albuquerque, for which we obtained your prior consent.

As of the Effective Date, we have assumed all of Citelum U.S. Inc.'s rights and obligations under the relevant agreements and arrangements with you.

Dalkia Energy Solutions, LLC is a Massachusetts limited liability company with offices located at the address above. All notices required under the agreements should be sent to this address. In the future, you should deal with Dalkia Energy Solutions, LLC about all matters relating to the agreements and arrangements with you, which will continue on their existing terms in all other respects.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jon Guerster", with a stylized flourish at the end.

Jon Guerster
Chief Executive Officer
Dalkia Energy Solutions, LLC
jon.guerster@dalkiasolutions.com
mobile: 617-669-1487

cc: Citelum U.S. Inc.

3 pages to follow – two assignment signature pages and one Exhibit

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), dated as of August 6, 2020 is entered into between:

- (1) **CITELUM US, INC.**, a Delaware corporation ("**Assignor**"); and
- (2) **DALKIA ENERGY SOLUTIONS, LLC**, a Massachusetts limited liability company ("**Assignee**", together with Assignor, the "**Parties**" or separately a "**Party**").

RECITALS:

- (A) Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of July 3, 2020 ("**APA**") pursuant to which Assignee has agreed to purchase certain assets related to the O&M Services for the City of Albuquerque Smart Street Lighting Project.
- (B) Pursuant to the APA, Assignor has agreed to assign and Assignee has agreed to assume certain rights, obligations and liabilities, including as set forth in the Exhibit attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT AND ASSUMPTION

Effective as of 00:00AM on the date of this Agreement above, Assignor hereby assigns, sells and transfers (collectively the "**Assignment**") to Assignee all of Assignor's rights, obligations and liabilities in connection with each of the assumed liabilities identified in the APA, including those Exhibited hereto ("**Assumed Rights and Liabilities**") and Assignee hereby accepts the Assignment and assumes and agrees to observe and perform and release Assignor from all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged in connection with the Assumed Rights and Liabilities.

2. TERMS OF THE APA

The terms of the APA, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, 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 or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

3. FURTHER ACTIONS

Each of the Parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

This Agreement has been executed by the Parties on the date shown above.

CITELUM U.S. INC.

Assignor

By: Sean-Michel Boy

Name:

Title: Director Citelum US

DALKIA ENERGY SOLUTIONS, LLC

Assignee

By: _____

Name:

Title:



THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), dated as of August 6, 2020 is entered into between:

- (1) **CITELUM US, INC.**, a Delaware corporation ("**Assignor**"); and
- (2) **DALKIA ENERGY SOLUTIONS, LLC**, a Massachusetts limited liability company ("**Assignee**", together with Assignor, the "**Parties**" or separately a "**Party**").

RECITALS:

- (A) Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of July 3, 2020 ("**APA**") pursuant to which Assignee has agreed to purchase certain assets related to the O&M Services for the City of Albuquerque Smart Street Lighting Project.
- (B) Pursuant to the APA, Assignor has agreed to assign and Assignee has agreed to assume certain rights, obligations and liabilities, including as set forth in the Exhibit attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT AND ASSUMPTION

Effective as of 00:00AM on the date of this Agreement above, Assignor hereby assigns, sells and transfers (collectively the "**Assignment**") to Assignee all of Assignor's rights, obligations and liabilities in connection with each of the assumed liabilities identified in the APA, including those Exhibited hereto ("**Assumed Rights and Liabilities**") and Assignee hereby accepts the Assignment and assumes and agrees to observe and perform and release Assignor from all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged in connection with the Assumed Rights and Liabilities.

2. TERMS OF THE APA

The terms of the APA, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, 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 or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

3. FURTHER ACTIONS

Each of the Parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

This Agreement has been executed by the Parties on the date shown above.

CITELUM U.S. INC.

Assignor

By: _____

Name:

Title:

DALKIA ENERGY SOLUTIONS, LLC

Assignee

By: 
Name: Jon Guerster

Title: CEO

CITY OF ALBUQUERQUE.

- Global Management Performance Contract between City of Albuquerque and Citelum U.S., Inc. dated September 28, 2017 (as amended on August 19, 2020, April 28, 2020 and July 9, 2020 (GMPC);
- Consent to Sale and Assignment between City of Albuquerque, Citelum U.S., Inc. and HASI OBS OP A LLC dated 17 October 2017; and
- All ancillary agreements, arrangements and purchase orders with the City of Albuquerque related to the GMPC

-End-