

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Appaloosa Solar I, LLC
c/o rPlus Energies, LLC
201 S Main Street, Suite 2100
Salt Lake City, UT 84111

D-0433-0004-0000

E-0064-0014-0000

E-0064-0013-0000

(Space Above For Recorder's Use)

ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CONSENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CONSENT (this "Assignment") is entered into as of March 11, 2022 ("Assignment Date"), by and among SOUTHERN UTAH SOLAR PROPERTY, LLC, a Utah limited liability company ("SUSP"), SOUTHERN UTAH SOLAR PROPERTY II, LLC, a Utah limited liability company ("SUSP II"), THREE PEAKS OASIS, LLC, a Utah limited liability company ("Oasis"), SOUTHERN UTAH SOLAR PROPERTY III, LLC, a Utah limited liability company ("SUSP III"), and APPALOOSA SOLAR I, LLC, a Utah limited liability company (formerly known as Appaloosa Solar I, LLC, a Delaware limited liability company, prior to its domestication in Utah) ("Appaloosa I"). Each of SUSP, SUSP II, Oasis, SUSP III, and Appaloosa I is sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, SUSP and Appaloosa I entered into that certain unrecorded Option Agreement for Lease and Easement over Real Estate, dated as of November 22, 2016, as amended by an unrecorded First Amendment to Option Agreement for Lease and Easement over Real Estate, dated November 17, 2017, and an unrecorded Second Amendment to Option Agreement for Lease and Easement over Real Estate dated November 16, 2021 (the "Option Agreement"), concerning certain real property located in Iron County, Utah consisting of approximately 429.38 acres, as more particularly described on Exhibit A-1 to the Option Agreement, and attached as Exhibit A-1 to this Assignment (the "Lease Property"), and certain real property located in Iron County, Utah consisting of approximately 113.43 acres, as more particularly described on Exhibit A-2 attached to the Option Agreement, and attached as Exhibit A-2 to this Assignment (the "Easement Property," collectively with the Lease Property, the "Property");

WHEREAS, SUSP and Appaloosa I provided record notice of the Option Agreement by executing a Memorandum of Option Agreement for Lease and Easement over Real Estate dated as of November 22, 2016, recorded in the official records of Iron County, Utah (the "Records") on November 30, 2016 as Entry No. 00691438, Bk 1362, Pg 283, and a Modification of Memorandum of Option Agreement for Lease and Easement Over Real Estate dated as of

ACCOMMODATION RECORDING ONLY
NOT EXAMINED

November 16, 2021, recorded in the Records on February 24, 2022 as Entry No. 00786908, in Bk 1596, Pg 1743 (as so modified, the "**Memorandum of Option**");

WHEREAS, SUSP, joined by Oasis, conveyed a portion of the Easement Property to Oasis by Warranty Deed dated April 28, 2021, and recorded in the Records on October 1, 2021, as Entry No. 00778454, in Bk 1575, Pg 961 ("**Oasis Deed**");

WHEREAS, SUSP subsequently conveyed the remainder of the Easement Property to SUSP III via Warranty Deed dated January 12, 2022, and recorded in the Records on January 19, 2022, as Entry No. 00784813, in Bk 1591, Pg 964 ("**SUSP III Deed**");

WHEREAS, SUSP conveyed the Lease Property to SUSP II via Warranty Deed dated January 12, 2022, recorded in the Records on January 19, 2022, as Entry No. 00784814, in Bk 1591, Pg 967 ("**SUSP II Deed**" and, collectively with the Oasis Deed and the SUSP II Deed, the "**Deeds**");

WHEREAS, SUSP, Oasis, SUSP II and SUSP III are affiliated entities under common control, and when Oasis, SUSP II and SUSP III received their respective interests in the Property by the Deeds, those interests were taken subject to the Option through imputation of the actual knowledge of SUSP, as well as constructive notice by recordation of the Memorandum of Option;

WHEREAS, SUSP now desires to assign and delegate variously to SUSP II, Oasis and SUSP III, and each of SUSP II, Oasis and SUSP III desire to receive, accept and assume from SUSP, all of SUSP's rights and obligations in and under the Option Agreement, each as to its respective interests in the Property, all with the consent of Appaloosa I and a release of SUSP therefrom; and

WHEREAS, contemporaneously with execution of this Assignment, and to induce Appaloosa I to provide its consent to the assignment and assumption described above, Appaloosa I, SUSP II, Oasis and SUSP III are entering into an unrecorded Third Amendment to Option Agreement for Lease and Easement over Real Estate (the "**Third Amendment**"), which does not extend the term of the Option Agreement beyond its currently scheduled expiration date of November 22, 2022.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **Recitals; Capitalized Terms.** The recitals to this Assignment are incorporated herein and made a part hereof by this reference. Capitalized terms used and not otherwise defined in this Agreement have the definitions given to them in the Option Agreement or the Memorandum of Option.

2. Assignment; Acceptance and Assumption; Acknowledgment.

(a) Assignment. As of the Assignment Date, SUSP hereby irrevocably transfers, assigns, conveys and delivers to SUSP II, Oasis, and SUSP III, all of SUSP's rights in and under the Option Agreement and the Memorandum of Option, each solely and separately according to its respective interests in the portions of the Property acquired by it under the Deeds, and not jointly.

(b) Delegation. As of the Assignment Date, SUSP hereby delegates to SUSP II, Oasis, and SUSP III all of SUSP's as yet unperformed duties and obligations under the Option Agreement and the Memorandum of Option, each as to the portions of the Property acquired by it under the Deeds, and not jointly, and expressly excluding the Retained Obligations.

(c) Acceptance and Assumption. As of the Assignment Date, after giving effect to the assignment and delegation set forth in Sections 2(a) and 2(b) above, SUSP II, Oasis, and SUSP III hereby accept such assignment and delegation, and assume all of SUSP's as yet unperformed duties and obligations under the Option Agreement and the Memorandum of Option, each as to its respective interest in the portions of the Property acquired by it under the Deeds, and expressly excluding the Retained Obligations.

(d) Acknowledgments Regarding Transmission Easement. The Parties acknowledge, and by recordation of this Assignment hereby provide record notice, that the Third Amendment includes language to affirm that Appaloosa I's rights under the Transmission Easement will include ownership, use, access and maintenance of dual purpose cable known as optical ground wire ("OPGW"), and clarifying that Appaloosa I may also acquire in the name of, or for the benefit of, PacifiCorp, by way of creation, bifurcation, assignment or joinder, or any combination thereof in Appaloosa I's sole discretion, a shared or separate easement for ownership, use, access and maintenance of the same OPGW (title, operation and maintenance of which Appaloosa I has contracted to transfer to PacifiCorp after installation), or any replacement or substitution for the original OPGW. Oasis and SUSP III, as current fee title owners of the Easement Property, hereby acknowledge and agree that, in accordance with Section 2.2(b) and Section 5 of the Option Agreement, no additional consideration will be due to either of them under or with respect to the Transmission Easement, whether granted in favor of Appaloosa I, PacifiCorp or both.

3. Retained Obligations. SUSP hereby agrees to continue to reasonably cooperate with Appaloosa I during the Option Term as Appaloosa I deems necessary or advisable for development of the Property for power plant purposes, which may include providing access to the Property from neighboring lands owned by SUSP or its affiliates, and cooperating with the execution of any applications for permits, licenses or government approvals, or amendments thereto, or other instruments that may require the signature of SUSP or any of its affiliates ("**Retained Obligations**"). SUSP understands and agrees that its cooperation in this regard may be essential to successful development of the Property by Appaloosa I and to Appaloosa I's rights under the Option Agreement, and SUSP shall use its best efforts to cooperate with Appaloosa I to facilitate the ongoing due diligence with respect to the Property during the Option Term..

4. Consent. Appaloosa I hereby consents to the foregoing assignment, delegation, acceptance and assumption of all SUSP's rights and as yet unperformed duties and obligations in and under the Option Agreement and the Memorandum of Option, subject to the Retained Obligations, and agrees to accept performance of such delegated duties and obligations solely from SUSP II, Oasis, and SUSP III, each solely and separately according to its respective interests in the portions of the Property acquired by it under the Deeds, and not jointly. SUSP understands and agrees that nothing herein constitutes a release or discharge by Appaloosa I, or any of its affiliates and their respective members, managers, representatives, successors and assigns, of SUSP from any or all actual or possible, known or unknown claims, charges, damages, demands, debts, liabilities, losses or obligations relating to, arising from or in connection with the Option Agreement or the Memorandum of Option prior to the Assignment Date. Appaloosa I shall have no obligation to provide any notice to SUSP, or copy SUSP on any notice provided to any of SUSP II, Oasis and SUSP III, under the Option Agreement after the Assignment Date.

5. Successors and Assigns; Assignment. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns and legal representatives.

6. Entire Agreement. This Assignment contains the entire agreement among all of the parties hereto concerning the subject matter hereof and supersedes all previous agreements, commitments and writings in respect thereto, whether oral or otherwise.

7. Governing Law. This Assignment shall be construed and interpreted under, governed and enforced according to, the laws of the State of Utah. The Parties hereto submit to the jurisdiction of the courts of the State of Utah in the event of any action or dispute arising hereunder.

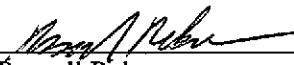
8. Severability. Any provision of this Assignment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

9. Counterparts; Recording. This Assignment may be executed and delivered in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. The Parties agree that Appaloosa I shall promptly record one fully compiled original of this Assignment in the Records, to affect the Lease Property and the Easement Property as described herein, and pay the recording costs therefor.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their duly authorized representatives as of the Assignment Date.

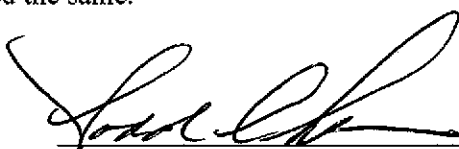
SOUTHERN UTAH SOLAR PROPERTY, LLC,
a Utah limited liability company

By: 
Name: Russell Reber
Title: Manager

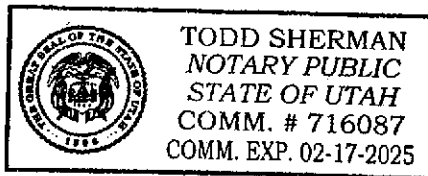
STATE OF Utah)
) ss.
COUNTY OF Iron)

On this 11 day of March in the year 2022, personally appeared before me Russell Reber, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Southern Utah Solar Property, LLC and that said document was signed by him on behalf of said company, and said Russell Reber acknowledged to me that said company executed the same.

Witness my hand and official seal.



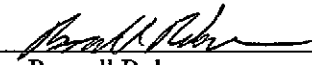
Notary Public



[Signature page to Assignment and Assumption Agreement with Consent]

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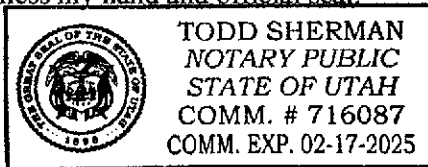
SOUTHERN UTAH SOLAR PROPERTY II, LLC,
a Utah limited liability company

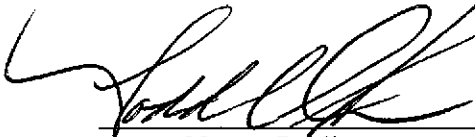
By: 
Name: Russell Reber
Title: Manager

STATE OF Utah)
) ss.
COUNTY OF Dion)

On this 11 day of March in the year 2022, personally appeared before me Russell Reber, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Southern Utah Solar Property II, LLC and that said document was signed by him on behalf of said company, and said Russell Reber acknowledged to me that said company executed the same.

Witness my hand and official seal.

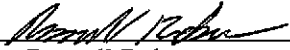



Notary Public

[Signature page to Assignment and Assumption Agreement with Consent]

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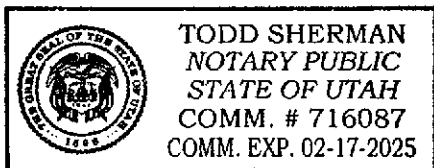
THREE PEAKS OASIS, LLC,
a Utah limited liability company


By: 
Name: Russell Reber
Title: Manager

STATE OF Utah)
) ss.
COUNTY OF Iron)

On this 11 day of March in the year 2022, personally appeared before me Russell Reber, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Three Peaks Oasis, LLC and that said document was signed by him on behalf of said company, and said Russell Reber acknowledged to me that said company executed the same.

Witness my hand and official seal.





Notary Public

[Signature page to Assignment and Assumption Agreement with Consent]

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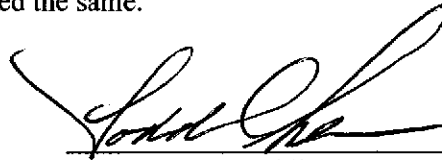
SOUTHERN UTAH SOLAR PROPERTY III, LLC,
a Utah limited liability company

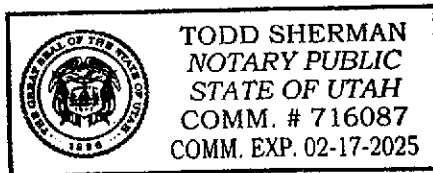
By: 
Name: Russell Reber
Title: Manager

STATE OF Utah)
) ss.
COUNTY OF Iron)

On this 11 day of March in the year 2022, personally appeared before me Russell Reber, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Southern Utah Solar Property III, LLC and that said document was signed by him on behalf of said company, and said Russell Reber acknowledged to me that said company executed the same.

Witness my hand and official seal.


Notary Public



[Signature page to Assignment and Assumption Agreement with Consent]

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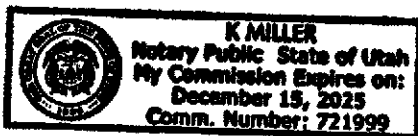
APPALOOSA SOLAR I, LLC,
a Utah limited liability company

By: Luigi Resta
Name: Luigi Resta
Title: Authorized Signatory

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On this 10th day of March in the year 2022, personally appeared before me Luigi Resta, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Authorized Signatory of Appaloosa Solar I, LLC and that said document was signed by him on behalf of said company, and said Luigi Resta acknowledged to me that said company executed the same.

Witness my hand and official seal.



K. Miller
Notary Public

[Signature page to Assignment and Assumption Agreement with Consent]

EXHIBIT A-1

Description of the Lease Property

All that real property located in Iron County, Utah, more particularly described as follows:

BEGINNING AT A POINT N89°41'16"W 62.04 FEET AND N31°34'56"W ALONG THE EAST RIGHT-OF-WAY LINE OF LUND HIGHWAY 1852.00 FEET FROM THE EAST QUARTER CORNER SECTION 25 TOWNSHIP 34 SOUTH RANGE 12 WEST S.L.B.&M. THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N31°34'56"W 2412.89 FEET; THENCE N00°00'48"W 3673.05 FEET; THENCE S89°50'51"E 2298.65 FEET TO A POINT ON THE EAST SECTION LINE SECTION 24 SAID TOWNSHIP RANGE AND THE WEST SECTION LINE SECTION 19 TOWNSHIP 34 SOUTH RANGE 11 WEST S.L.B.&M THENCE ENTERING INTO SECTION 19 RUNNING N89°38'32"E 2733.32 FEET; THENCE S00°00'23"E 627.26 FEET; THENCE S44°51'53"W 90.43 FEET; THENCE S89°59'29"W 1295.86 FEET; THENCE S00°00'48"W 1548.32 FEET; THENCE S44°59'49"W 90.59 FEET; THENCE N89°59'00"W 646.12 FEET; THENCE S00°00'08"E 1387.52 FEET; THENCE S89°58'33"E 645.90 FEET; THENCE S45°01'36"E 90.75 FEET; THENCE S00°00'47"E 121.78 FEET; THENCE S45°01'21"W 90.25 FEET; THENCE S89°55'12"W 101.23 FEET; THENCE S65°52'22"W 120.00 FEET; THENCE S27°44'34"W 496.23 FEET; THENCE S00°03'22"W 1244.23 FEET; THENCE S89°50'03"W 1780.35 FEET; THENCE S63°17'58"W 134.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 429.38 ACRES.

EXHIBIT A-2

Description of the Easement Property

All that real property located in Iron County, Utah, more particularly described as follows:

A strip of land approximately three hundred (300) feet wide which shall follow and generally parallel, as closely and for as long as is commercially practicable from an engineering, construction feasibility and cost perspective, the easement area described in that certain Transmission and Access Easement Agreement by and between Optionor and Three Peaks Power, LLC dated the 22nd day of January, 2016, and recorded in the Records on April 7, 2016 at Book 1340, Page 580, as Instrument No. 00681875, and that crosses and affects that real property located in Iron County, Utah, more particularly described as follows:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., RUNNING THENCE N00°00'11"E ALONG THE WEST SECTION LINE, SAID SECTION 25, 1998.17 FEET; THENCE DEPARTING SAID WEST SECTION LINE RUNNING S89°49'43"E 1650.00 FEET; THENCE N00°00'11"E 660.00 FEET TO A POINT ON THE NORTH LINE SAID SECTION 25; RUNNING THENCE S89°49'43"E ALONG SAID NORTH LINE 1005.23 FEET TO THE NORTH QUARTER CORNER; THENCE CONTINUING ALONG SAID NORTH LINE RUNNING S89°35'00"E 829.32 FEET TO THE WEST RIGHT-OF-WAY LINE OF LUND HIGHWAY; THENCE S31°34'56"E ALONG SAID WEST LINE LUND ROAD 1568.50 FEET SAID POINT BEING ON SAID WEST LINE AND THE CENTERLINE OF A 66.00 FEET ROAD; RUNNING THENCE WEST ALONG SAID CENTERLINE 2335.67 FEET; THENCE DEPARTING SAID CENTERLINE ROAD RUNNING S56°25'23"W 2365.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 124.74 ACRES. RESERVING AN EASEMENT OVER A PORTION OF SAID PROPERTY FOR A POWER TRANSMISSION LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT N00°00'11"E ALONG THE SECTION LINE 106.84 FEET FROM THE WEST QUARTER CORNER SECTION 25, T34S, R12W, S.L.B.&M. THENCE CONTINUING ALONG THE SECTION LINE N00°00'11"E 301.85 FEET; THENCE N55°55'11"E 1930.44 FEET; THENCE N89°59'31"E 2737.65 FEET; THENCE S31°32'27"E 176.45 FEET; THENCE S90°00'00"W 2605.52 FEET; THENCE S55°55'11"W 2201.43 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., RUNNING THENCE N56°25'23"E 2365.07 FEET TO A POINT ON A 100.00 FOOT RADIUS CUL-DA-SAC; THENCE DEPARTING SAID CUL-DA-SAC RUNNING N90°00'00"E ALONG THE CENTERLINE OF A 66.00 FOOT ROAD 2335.67 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LUND HIGHWAY; THENCE DEPARTING SAID 66.00 FOOT ROAD RUNNING S31°34'56"E ALONG THE WEST LINE OF LUND ROAD 1568.23 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE SAID SECTION 25; THENCE DEPARTING SAID WEST LINE RUNNING N89°41'16"W ALONG SAID QUARTER SECTION LINE 5127.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 113.43 ACRES.