

**When recorded return to:**

Andrew Fritsch, Esq.  
NextEra Energy Resources, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408  
(561) 568-8628

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(Space Above For Recorder's Use)

**AGREEMENT FOR ASSIGNMENT AND ASSUMPTION  
WITH PARTIAL RELEASE AND CROSSING CONSENT**

THIS AGREEMENT FOR ASSIGNMENT AND ASSUMPTION WITH PARTIAL RELEASE AND CROSSING CONSENT (this “**Agreement**”) is entered into as of January 18, 2023 (“**Assignment Date**”), by and among Southern Utah Solar Property, LLC, a Utah limited liability company, with an address of 1293 North Ridgeway Dr., Cedar City, UT 84721, Attn: Russell Reber (“**SUSP**”), Southern Utah Solar Property III, LLC, a Utah limited liability company, with an address of 1293 North Ridgeway Dr., Cedar City, UT 84721, Attn: Russell Reber (“**SUSP III**”), Three Peaks Oasis, LLC, a Utah limited liability company, with an address of 1293 North Ridgeway Dr., Cedar City, UT 84721, Attn: Russell Reber (“**Oasis**”), Boulevard Associates, LLC, a Delaware limited liability company, with an address of c/o NextEra Energy Resources, LLC, 700 Universe Blvd., Juno Beach, FL 33408, Attn: Glenn Shober (“**Operator**”), and Appaloosa Solar I, LLC, a Utah limited liability company, with an address of c/o Greenbacker Renewable Energy Company II, LLC, 230 Park Avenue, Suite 1560, New York, New York 10169, Attn: General Counsel (“**Appaloosa Solar**”). Each of SUSP, SUSP III, Oasis, Operator and Appaloosa Solar shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, SUSP entered into a Transmission and Access Easement Agreement with Three Peaks Power, LLC, a Delaware limited liability company (“**Three Peaks Power**”), originally recorded in the official records of Iron County, Utah (the “**Records**”) on April 7, 2016, as Entry No. 00681875, Book 1340, Page 580, and corrected by affidavit electronically recorded on April 28, 2016 as Entry No. 00682662, burdening what subsequently became a portion of the Oasis Property and a portion of the SUSP III Property (as those terms are defined below) (the “**Three Peaks Power Easement**”);

WHEREAS, SUSP entered into an unrecorded Option Agreement for Lease and Easement over Real Estate with Appaloosa Solar (“**Appaloosa Option Agreement**”) dated as of November 22, 2016, as further evidenced by a Memorandum of Option Agreement for Lease and Easement over Real Estate of even date therewith, recorded in the Records on November 30, 2016 as Entry 00691438, at Book 1362, Page 283, and a Modification of Memorandum of Option Agreement for Lease and Easement over Real Estate (“**Appaloosa Memorandum of Option**”) dated as of November 16, 2021 and recorded in the Records as Entry No. 00786908, at Book 1596, Page 1743, by which Appaloosa Solar acquired an option for a transmission line and access easement

(**"Appaloosa Option"**) over a portion of the lands of SUSP that would later become portions of the Oasis Property and the SUSP III Property (as those terms are defined below);

WHEREAS, SUSP and Operator entered into that certain unrecorded Solar Lease and Easement Agreement dated as of November 18, 2019 (the **"Boulevard Option Agreement"**), by which SUSP granted to Operator an exclusive option (**"Boulevard Option"**) for a Lease and Easements over and across certain real property located in Iron County, Utah described on Exhibit A to the Boulevard Option Agreement (the **"Original Lease Property"**), and provided record notice of the Boulevard Option Agreement by executing a Memorandum of Solar Lease and Easement Agreement dated as of November 18, 2019, recorded in the Records on January 30, 2020, as Entry No. 00739599, Book 1472, Page 914 (the **"Boulevard Memorandum of Option"**);

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

WHEREAS, SUSP subsequently conveyed the remainder of the Original Lease Property (the **"SUSP III 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 Book 1591, Page 964 (the **"SUSP III Deed"** and, collectively with the Oasis Deed, the **"Deeds"**);

WHEREAS, SUSP, Oasis and SUSP III are affiliated entities under common control, and when Oasis and SUSP III received their respective interests in the Original Lease Property by the Deeds, those interests were taken subject to the existing record interests of Three Peaks Power, Appaloosa Solar and Operator through imputation of the actual knowledge of SUSP, as well as constructive notice by recordation of the easements and memoranda of option described above;

WHEREAS, pursuant to exercise by Appaloosa Solar of the Appaloosa Option under the Appaloosa Option Agreement and the Appaloosa Memorandum of Option for easements for itself and its interconnecting electric utility, (i) Oasis entered into a Transmission and Access Easement Agreement with Appaloosa Solar, recorded on May 23, 2022, as Entry No. 00791777, Book 1609, Page 1607, and a Cable and Access Easement Agreement with Rocky Mountain Power, an unincorporated division of PacifiCorp (**"PacifiCorp"**), recorded on May 27, 2022, as Entry No. 00792123, Book 1610, Page 1271, over portions of the Oasis Property (the **"Oasis-Appaloosa Easements"**), and (ii) SUSP III entered into a Transmission and Access Easement Agreement with Appaloosa Solar, recorded on May 23, 2022, as Entry No. 00791778, Book 1609, Page 1618, and a Cable and Access Easement Agreement with PacifiCorp, recorded on May 27, 2022, as Entry No. 00792124, Book 1610, Page 1281 over portions of the SUSP III Property (the **"SUSP III-Appaloosa Easements"** and, together with the Oasis-Appaloosa Easements, collectively, the **"Appaloosa Easements"**);

WHEREAS, SUSP now desires to assign and delegate to SUSP III, and SUSP III desires to receive, accept and assume from SUSP, all of SUSP's rights and obligations in and under the Boulevard Option Agreement and Boulevard Memorandum of Option, but only as they affect the remaining portion of the SUSP III Property after releasing the combined area thereof which is encumbered by the Three Peaks Power Easement or any of the Appaloosa Easements, with the consent of Operator and a release of SUSP therefrom; and

WHEREAS, SUSP has requested Operator to agree to release all of the Oasis Property from Operator's rights to lease, while preserving Operator's rights under the Boulevard Option Agreement and the Boulevard Memorandum of Option to obtain one or more easements for road access and for buried collector lines and communication lines crossing under the transmission and communication lines and grounding wire within specified areas along the corridors created by the Three Peaks Power Easements and the Appaloosa Easements, and Operator is willing to provide the requested partial release in consideration for the consents from Oasis and Appaloosa Solar contained hereinbelow.

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 Agreement 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 Boulevard Option Agreement or the Boulevard Memorandum of Option.

2. Representations and Warranties.

(a) SUSP represents and warrants to Operator and Appaloosa Solar that the recitals set forth above that relate to SUSP are true and correct and that SUSP has the unrestricted right and authority to sign this Agreement and that, when signed by all parties hereto, this Agreement constitutes a valid and binding agreement enforceable against SUSP in accordance with its terms.

(b) SUSP III represents and warrants to Operator and Appaloosa Solar that the recitals set forth above that relate to SUSP III are true and correct and that SUSP III has the unrestricted right and authority to sign this Agreement and that, when signed by all parties hereto, this Agreement constitutes a valid and binding agreement enforceable against SUSP III in accordance with its terms.

(c) Oasis represents and warrants to Operator and Appaloosa Solar that the recitals set forth above that relate to Oasis are true and correct and that Oasis has the unrestricted right and authority to sign this Agreement and that, when signed by all parties hereto, this Agreement constitutes a valid and binding agreement enforceable against Oasis in accordance with its terms.

(d) Appaloosa Solar represents and warrants to Operator that the recitals set forth above that relate to Appaloosa Solar are true and correct and that Appaloosa Solar has the unrestricted right and authority to sign this Agreement and that, when signed by all parties hereto, this Agreement constitutes a valid and binding agreement enforceable in accordance with its terms.

(e) Operator represents and warrants to Appaloosa Solar that the recitals set forth above that relate to Operator are true and correct and that Operator has the unrestricted right and authority to sign this Agreement and that, when signed by all parties hereto, this Agreement constitutes a valid and binding agreement enforceable against Operator in accordance with its terms.

3. Assignments; Acceptances and Assumptions; Partial Release.

(a) Assignment and Delegation to SUSP III. As of the Assignment Date, SUSP hereby irrevocably transfers, assigns, conveys and delivers to SUSP III the rights of SUSP, and delegates to SUSP III the as yet unperformed duties and obligations of SUSP, in and under the Boulevard Option Agreement and the Boulevard Memorandum of Option, (i) to the extent that such documents, rights, duties and obligations affect the portion of the SUSP III Property described on Exhibit A attached to this Agreement, and (ii) to the extent that such documents, rights, duties and obligations affect the portion of the SUSP III Property described on Exhibit B attached to this Agreement, but only as they are necessary to preserve a right and option for Operator for an Easement Option for Crossing Facilities (as those terms are defined in Section 3(b) below), and not for any other purpose. For the avoidance of doubt, the foregoing excludes any assignment or delegation of such documents, rights, duties and obligations to the extent they (i) affect the Oasis Property, (ii) constitute any right or obligation to lease any of the SUSP III Property described on Exhibit B, for any purposes, or (iii) are unnecessary to preserve the effectiveness of the Easement Option for Crossing Facilities over the portion of the SUSP III Property described on Exhibit B.

(b) Assignment and Delegation to Oasis. As of the Assignment Date, SUSP hereby irrevocably transfers, assigns, conveys and delivers to Oasis the rights of SUSP, and delegates to Oasis the as yet unperformed duties and obligations of SUSP, in and under the Boulevard Option Agreement and the Boulevard Memorandum of Option, to the extent that such documents, rights, duties and obligations are necessary to preserve a right and option for Operator (the “**Easement Option**”) to obtain from Oasis a grant of a non-exclusive easement for access for construction, operation and maintenance of buried power collector and communication lines and surface roads (the “**Crossing Facilities**”), each of reasonable and customary width in, on, under and across one or more of the portions of the Oasis Property included within the “100’ Proposed Crossing (Option 1)”, and/or the “85’ Proposed Crossing (Option 2)” strips depicted on Exhibit C attached to this Agreement (such 100’ and 85’ strips, collectively, the “**Areas of Interest**”). For the avoidance of doubt, Operator may exercise the Easement Option as to either or both Areas of Interest. For the further avoidance of doubt, the foregoing expressly excludes any assignment or delegation of such documents, rights, duties and obligations to the extent they (i) affect the SUSP III Property or any other portions of the Oasis Property, (ii) constitute any right or obligation to lease any of the Oasis Property described on Exhibit D attached hereto, for any purposes, or (iii) are unnecessary to preserve the effectiveness of the Easement Option within the Areas of Interest.

(c) Acceptance and Assumption. As of the Assignment Date, SUSP III hereby accepts the assignment and delegation, and assumes those of SUSP's as yet unperformed duties and obligations under the Boulevard Option Agreement and the Boulevard Memorandum of Option as described in and limited by Section 3(a), and Oasis hereby accepts the assignment and delegation, and assumes those of SUSP's as yet unperformed duties and obligations under the Boulevard Option Agreement and the Boulevard Memorandum of Option, as described in and limited by Section 3(b), and in each case expressly excluding the Retained Obligations (as defined below).

(d) Partial Release. As of the Assignment Date, Operator hereby irrevocably releases from the lien and encumbrance of the Boulevard Option, the Boulevard Option Agreement and the Boulevard Memorandum of Option that portion of the Oasis Property not included in the Areas of Interest depicted on Exhibit C attached hereto, and hereby quitclaims to Oasis any and all right, title and interest that Operator may now have or hold in any estate in such excluded lands. As of the Assignment Date, Operator hereby also irrevocably releases from the lien and encumbrance of the Boulevard Option, the Boulevard Option Agreement and the Boulevard Memorandum of Option, and hereby quitclaims to SUSP III, its right and option to lease, and any leasehold estate it may now have or hold, in any of the SUSP III Property described on Exhibit B attached hereto.

(e) Owner's Property. Giving full effect to the foregoing provisions of this Section 3, SUSP III, Oasis and Operator hereby agree that the portion of the SUSP III Property described on Exhibit A attached hereto, and the Areas of Interest depicted on Exhibit C attached hereto, shall, from and after the Assignment Date, delimit and be the "Owner's Property" for all intents and purposes that such term is used in the Boulevard Option Agreement, the Boulevard Memorandum of Option and this Agreement (hereinafter, the "**Owner's Property**").

4. Retained Obligations. SUSP hereby agrees to continue to reasonably cooperate with Operator during the Option Term as Operator deems necessary or advisable for development of the Owner's Property for power plant purposes, which may include providing access to the Owner's 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**") at no additional cost to Operator beyond those specifically set forth in the Boulevard Option Agreement. SUSP understands and agrees that its cooperation in this regard may be essential to successful development of the Owner's Property by Operator and to Operator's rights under the Boulevard Option Agreement, and SUSP shall use its best efforts to cooperate with Operator to facilitate the ongoing due diligence with respect to the Owner's Property during the Option Term.

5. Consent. Operator 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 Boulevard Option Agreement and the Boulevard Memorandum of Option, subject to the Retained Obligations, and agrees to accept performance of such delegated duties and obligations from SUSP III and Oasis, as applicable. SUSP understands and agrees that nothing herein constitutes a release or discharge by Operator, 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 Boulevard Option Agreement or the Boulevard Memorandum of Option prior to the Assignment Date. Operator shall have no obligation to provide any notice to SUSP, or copy SUSP on any notice provided to SUSP III or Oasis, under the Boulevard Option Agreement after the Assignment Date.

6. Oasis' Right to Use the Oasis Property without Interfering. The Parties acknowledge that the Oasis Property is subject to that certain Conditional Use Permit granted by the Iron County Planning Commission in favor of SUSP on May 2, 2019, and as amended on May 6, 2021 and October 7, 2021, a copy of which was recorded in the Records on October 19, 2021, as Entry No. 00779694, at Book 1578, Page 1000 (as so amended, and as it may be amended hereafter from time to time, the "**Oasis CUP**"). The Oasis CUP authorizes the development, construction, and operation of a "Water Park Facility (swimming, water slide, catapult with tower, etc.) and ATV Racetrack with special recreational events and ancillary or accessory uses and facilities.... [and] construction and use of a Travel Trailer Park (RV Park)..." (as existing on or conducted as of the Assignment Date, or as may be subsequently developed and constructed, the "**Recreation Facilities**"). Oasis, as successor to SUSP's ownership interest in the Oasis Property and the Oasis CUP, (a) represents and warrants that neither the Recreation Facilities nor any other use of the Oasis Property by Oasis shall interfere with Operator's use of the Areas of Interest for the permitted purposes stated herein, (b) covenants and agrees that it shall not modify, alter, or expand the Recreation Facilities or any uses permitted by the Oasis CUP in any manner that would encroach upon or otherwise interfere with Operator's use of the Areas of Interest for the permitted purposes stated herein, and (c) acknowledges and agrees that Oasis and any assigns or successors in interest to the Oasis Property, the Oasis CUP or the Recreation Facilities shall be estopped from objecting to the location, construction, operation or maintenance of the Crossing Facilities, wherever they may be located within the Areas of Interest, as an encroachment on or interference with the Oasis CUP, the Recreation Facilities or the conduct of business thereunder.

7. Operator's Right to Use the Owner's Property without Interfering. The Parties acknowledge that the SUSP III Property and Oasis Property are subject to that certain Iron County Ordinance No. 2020-4 signed November 9, 2020 with effect from its publication and recording in the Official Records on September 20, 2021, as Entry No. 00777579, at Book 1573, Page 474, adopting and designating the plan for the Zion Solar Community Reinvestment Project Area (as it may be amended from time to time, the "**Zion Solar CRA**"). Operator (a) represents and warrants that neither the Crossing Facilities nor any other use of the Owner's Property by Operator shall interfere with the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Appaloosa Easements by Appaloosa Solar or PacifiCorp for the permitted purposes stated therein, or use of the Recreation Facilities by Oasis for the purposes permitted under the Oasis CUP, (b) covenants and agrees that it shall not modify, alter, or expand the Crossing Facilities or any uses contemplated by the Zion Solar CRA in any manner that would encroach upon or otherwise interfere with use of the Appaloosa Easements by Appaloosa Solar or PacifiCorp for the permitted purposes stated therein, or use of the Recreation Facilities by Oasis for the purposes permitted under the Oasis CUP, and (c) acknowledges and agrees that Operator and any successors or assigns of Operator under the Boulevard Option Agreement and Boulevard Memorandum of Option as modified by this Agreement, the Zion Solar CRA or the Crossing Facilities shall be estopped from objecting to the location, construction, replacement, operation,

maintenance or use of the improvements made by Appaloosa Solar or PacifiCorp within any areas permitted by the Appaloosa Easements, as an encroachment on or interference with the Crossing Facilities, the uses contemplated by the Zion Solar CRA, or the conduct of business thereunder or with respect thereto.

8. Notices. Notices and communications given under this Agreement shall be in writing and delivered by one of the following methods: (i) certified or registered U.S. Mail, postage paid, return-receipt requested; or (ii) any established express delivery service (such as Federal Express or UPS), postage or delivery charge prepaid; or (iii) by hand delivery, addressed to the recipient Party at the address first set forth above or at such other address as the Party may designate from time to time by written notice to the other Party given as provided for under this Section. Such notices shall be effective upon receipt, or, if delivery is refused by the addressee Party, upon refusal of such delivery. In the event that notice to a Party has failed because such Party has neglected to provide the other Party with its current address, delivery will be deemed effective upon confirmation from the United States Postal Service, or established express delivery service, or person attempting to hand deliver the notice, that the last known address is ineffective.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns and legal representatives and run with the land.

10. Third Party Beneficiaries. PacifiCorp and its successors and assigns with respect to its respective estates under the Appaloosa Easements is intended to be third party beneficiary of this Agreement. There are no other third party beneficiaries of this Agreement.

11. Entire Agreement. This Agreement 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.

12. Governing Law. This Agreement shall be construed and interpreted under, and 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.

13. Severability. Any provision of this Agreement 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.

14. Counterparts; Recording. This Agreement 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 Solar shall promptly record one fully compiled original of this Agreement in the Records, to affect the SUSP III Property and the Oasis Property as described herein, and pay the recording costs therefor.

*[Signatures appear on following pages]*

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

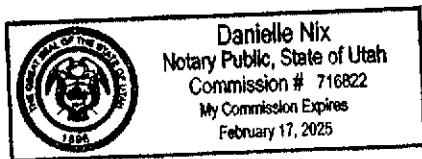
**SOUTHERN UTAH SOLAR PROPERTY, LLC,**  
a Utah limited liability company

By: *Russell Reber*  
Name: Russell Reber  
Title: Manager

STATE OF Utah )  
 ) ss.  
COUNTY OF Iron )

On this 18<sup>th</sup> day of January in the year 2023, 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.



*Danielle Nix*  
Notary Public



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

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

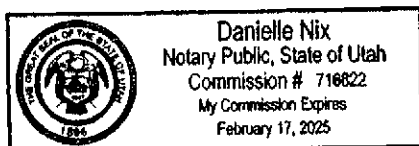
By: *Russell Reber*  
Name: Russell Reber  
Title: Manager

STATE OF Utah )  
 ) ss.  
COUNTY OF Iron )

On this 18<sup>th</sup> day of January in the year 2023, 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.

*Danielle Nix*  
Notary Public



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

**THREE PEAKS OASIS, LLC,**  
a Utah limited liability company

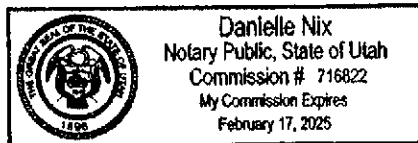
By: *Russell Reber*  
Name: Russell Reber  
Title: Manager

STATE OF Utah )  
 ) ss.  
COUNTY OF Iron )

On this 18<sup>th</sup> day of January in the year 2023, 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.

*Danielle Nix*  
Notary Public



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

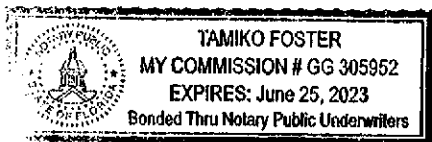
**BOULEVARD ASSOCIATES, LLC,**  
a Delaware limited liability company

By:   
Name: ANTHONY PEDRONI  
Title: Authorized Representative

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss.

On this 5 day of JANUARY in the year 2023, before me, the undersigned notary public, personally appeared ANTHONY PEDRONI, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he/she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Notary Public

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

APPALOOSA SOLAR I, LLC,  
a Utah limited liability company

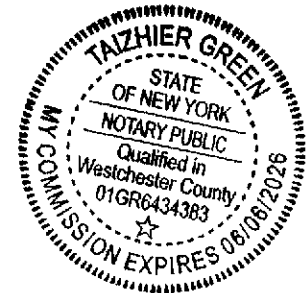
By: [Signature]  
Name: Spencer Mash  
Title: Chief Financial Officer

State of New York )  
County of New York ) ss.

On this 4th day of January, in the year 2023, before me the undersigned Notary Public in and for said State, personally appeared Spencer Mash, known or identified to me to be the Chief Financial Officer of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
(notary signature)  
Residing at: 230 North Ave Ste 1560, New York, NY 10169  
My commission expires: 06/06/2026



## **EXHIBIT A**

### **Description of the Portions of the SUSP III Property Included in Leasehold Estate**

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

#### **Parcel 1:**

Beginning at the East quarter corner of Section 25, Township 34 South, Range 12 West, Salt Lake Base and Meridian; running thence North 89°41'16" West along the quarter section line 62.04 feet to a point on the East right-of-way line of Lund Highway; running thence North 31°34'56" West along said East line 1552.00 feet; thence departing said East line running North 89°30'53" East 875.85 feet to the East line of said Section 25; thence leaving said East line entering into Section 30, Township 34 South, Range 11 West, running North 89°30'53" East 1341.56 feet; running thence South 00°19'33" West 1328.98 feet to a point on the East-West quarter section line of said Section 30; running thence South 89°28'20" West along said quarter section line 1334.97 feet to the point of beginning.

A.P.N. D-0433-0005-0000

Parcel 2:

Beginning at the West quarter corner of Section 25, Township 34 South, Range 12 West, Salt Lake Base and Meridian; running thence North 00°00'11" East along the West section line, said Section 25, 1998.17 feet and thence departing said West section line running South 89°49'43" East 1650.00 feet; thence North 00°00'11" East 660.00 feet to a point on the North line of said Section 25; running thence South 89°49'43" East along said North line 1005.23 feet to the North quarter corner; thence continuing along said North line running South 89°35'00" East 829.32 feet to the West right-of-way line of Lund Highway; thence South 31°34'56" East along said West line highway 1151.18 feet ; said point being on said West line and the North line of an existing powerline easement; running thence South 83°01'06" West along said North line 187.40 feet; running thence South 89°59'31" West along said North line 2348.62 feet; running thence South 55°55'11" West 1814.54 feet; thence South 00°00'11" West 482.96 feet to a point on the South line of said powerline easement; running thence North 55°55'11" East along said South line 2141.06 feet; thence continuing along said line running North 90°00'00" East 697.87 feet; thence departing said South line running South 02°54'10" East 492.49 feet; thence South 85°11'59" East 554.74 feet; thence North 16°37'03" East 527.91 feet to a point on the centerline of an existing access road; running thence North 90°00'00" East along said centerline 1056.20 feet to a point on the West line of said Lund Highway; running thence South 31°34'56" East along said West line highway 1568.23 feet, said point being on the East-West quarter section line of said Section 25; running thence North 89°41'16" West along said quarter section line 5127.52 feet to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING LANDS:**

**BEGINNING AT A POINT NORTH 00°00'11" EAST ALONG THE SECTION LINE 106.84 FEET FROM WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 00°00'11" EAST ALONG SAID SECTION LINE 482.96 FEET; THENCE LEAVING SAID SECTION LINE RUNNING THENCE NORTH 55°55'11" EAST, 60.37 FEET; RUNNING SOUTH 00°00'11" WEST PARALLEL TO SAID SECTION LINE 482.96 FEET; THENCE SOUTH 00°00'11" WEST 60.37 FEET TO THE POINT OF BEGINNING.**

Portion of A.P.N. E-0064-0014

## **EXHIBIT B**

### **Description of the Portion of the SUSP III Property Excluded from Leasehold Estate**

A strip of land located in Iron County, Utah, more particularly described as follows:

BEGINNING AT A POINT NORTH 00°00'11" EAST ALONG THE SECTION LINE 106.84 FEET FROM WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 00°00'11" EAST ALONG SAID SECTION LINE 482.96 FEET; THENCE LEAVING SAID SECTION LINE RUNNING THENCE NORTH 55°55'11" EAST, 60.37 FEET; RUNNING SOUTH 00°00'11" WEST PARALLEL TO SAID SECTION LINE 482.96 FEET; THENCE SOUTH 00°00'11" WEST 60.37 FEET TO THE POINT OF BEGINNING.

Portion of A.P.N. E-0064-0014

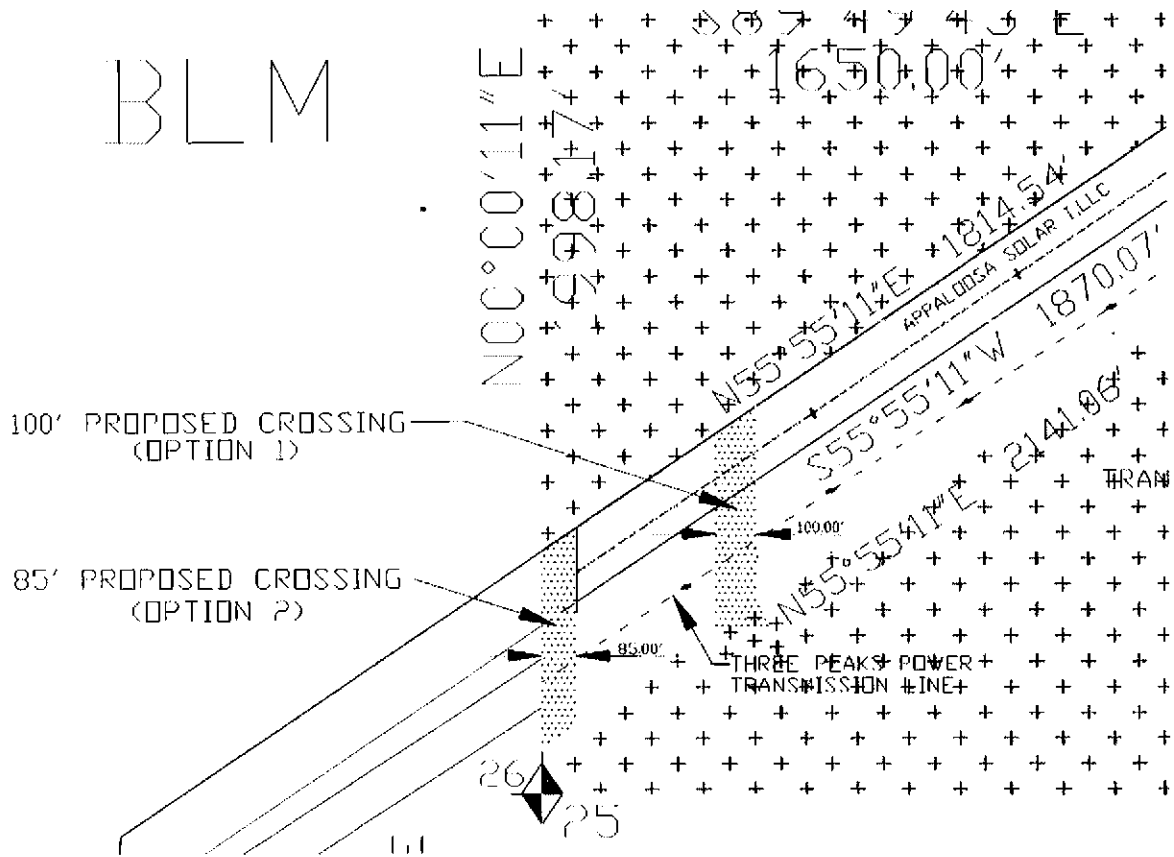
## C-1

4895-1204-4598.v3





BLM



## **EXHIBIT D**

### **Description of the Oasis Property**

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

BEGINNING AT A 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, 106.84 FEET THENCE DEPARTING SAID WEST SECTION LINE RUNNING N55°55'11"E 60.37 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF AN EXISTING POWERLINE EASEMENT; RUNNING THENCE N55°55'11"E ALONG SAID SOUTH LINE 2141.06 FEET; THENCE CONTINUING ALONG SAID LINE RUNNING N90°00'00"E 697.87 FEET; THENCE DEPARTING SAID SOUTH LINE RUNNING S02°54'10"E 492.49 FEET; THENCE S85°11'59"E 554.74 FEET, THENCE N16°37'03"E 527.91 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ACCESS ROAD; RUNNING THENCE N90°00'00"E ALONG SAID CENTERLINE 1056.20 FEET TO A POINT ON THE WEST LINE OF LUND HIGHWAY; RUNNING THENCE N31°34'56"W ALONG SAID WEST LINE 417.32 FEET TO A POINT ON THE NORTH LINE OF SAID POWERLINE EASEMENT; THENCE DEPARTING SAID WEST LINE HIGHWAY RUNNING S83°01'06"W ALONG SAID NORTH LINE 187.40 FEET; RUNNING THENCE S89°59'31"W ALONG SAID NORTH LINE 2348.62 FEET; RUNNING THENCE S55°55'11"W 1814.54 FEET; THENCE S00°00'11"W 482.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.93 ACRES.

A.P.N. E-0064-0013-0000