

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement ("**Agreement**") dated as of 8/1/2025 (the "**Effective Date**") is made by and between CP Development 1, LLC, a Delaware limited liability company ("**Assignor**"), and Anamite Solar, LLC, a Delaware limited liability company ("**Assignee**"). Each of Assignor and Assignee may be referred to individually in this Agreement as a "**Party**," and collectively as the "**Parties**."

RECITALS

- A. Assignor and Alex R. Jayne and Linda Jayne, Co-Trustees of the Alex R Jayne Trust ("**Landlord**"), are parties to that certain Agreement for Solar Energy Ground Lease dated as of 09/17/24 (including all prior amendments, assignments, and/or other modifications thereto, the "**Lease**").
- B. A true and complete copy of the Lease is attached as Exhibit A to this Agreement.
- C. Pursuant to the Lease, Landlord granted to Assignor a leasehold interest and other rights related thereto in certain real property located in Kane County, Illinois, as more particularly described in Exhibit A (the "**Premises**") for the Term (as defined in the Lease).
- D. Assignor has agreed to assign all its right, title, and interest in and to the Lease and the Premises to Assignee, and Assignee has agreed to assume the same, on the terms and conditions set forth in this Agreement.
- E. Pursuant to, and in accordance with, Section 26 of the Lease, this Agreement, when executed, shall constitute an assignment to a Permitted Transferee (as defined in the Lease), such that Landlord's consent is not required for the transactions contemplated by this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the provisions set forth below, the parties to this Agreement hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated as if fully set forth herein. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Lease.

2. Assignment and Assumption. As of the Effective Date:

(a) Assignor hereby irrevocably grants, conveys, assigns, releases, and transfers to Assignee all of Assignor's right, title, and interest as Tenant in, to, and under the Lease, to have and to hold the same unto Assignee and Assignee's legal representatives, heirs, successors, and assigns; and

(b) Assignee hereby accepts and assumes all the rights, obligations, and duties of Tenant under the Lease for the remainder of the Term and accepts possession of the Premises from Assignor.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee the following information with respect to the Lease and agrees that Assignee may rely upon the same:

(a) The Lease is in full force and effect and has not been amended, transferred, or otherwise modified, except as shown in Exhibit A (if at all). A true and complete copy of the Lease is attached to this Agreement as Exhibit A;

(b) Except as shown in Exhibit A (if at all), Assignor has not entered into any sublease, assignment, or any other agreement transferring any of its interest in the Lease or the Premises prior to the Effective Date;

(c) Assignee is a Permitted Assignee (as defined in the Lease) and Landlord's consent, whether oral or written, is not required in connection with the transactions contemplated by this Agreement;

(d) There is no default by Tenant or, to the Assignor's current actual knowledge, Landlord under the Lease and no event has occurred that, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Tenant under the Lease; and

(e) Assignor has not encumbered or mortgaged its interest in the Lease or the Premises.

4. Assignor's Indemnification of Assignee. Subject to the terms and provisions set forth in Section 5 hereof, Assignor shall defend, protect, indemnify, and hold Assignee harmless from and against any and all liabilities, obligations, claims, suits, losses, costs, damages, or expenses (including court costs and reasonable attorneys' fees) arising from or relating to the failure of Assignor to have fully performed all of its obligations under the Lease prior to the Effective Date, including, without limitation, all charges that may have become due pursuant to the provisions of the Lease, as rental or otherwise, prior to the Effective Date.

5. Assignee's Indemnification of Assignor. Assignee shall defend, protect, indemnify, and hold Assignor harmless from and against any and all liabilities, obligations, claims, suits, losses, costs, damages, or expenses (including court costs and reasonable attorneys' fees) arising from or relating to the failure of Assignee to fully perform all of its obligations under the Lease from and after the Effective Date, including, without limitation, all charges that may have become due pursuant to the provisions of the Lease.

6. Miscellaneous.

(a) Each Party represents and warrants to the other that it has full power and authority to execute and fully perform its obligations under this Agreement (and Assignee further represents and warrants that it has full power and authority to fully perform its obligations under the Lease) pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of such Party are duly designated agents and are authorized to do so.

(b) This Agreement may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which, taken together, shall constitute one and the same instrument.

(c) This Agreement shall be governed by the laws of the state in which the Premises is located.

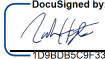
(d) This Agreement will be binding upon and inure to the benefit of the successors and assigns of each Party.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set out above.

ASSIGNOR:

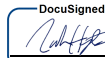
CP Development 1, LLC
_____,
a Delaware Limited Liability Company

By: 

Name: Noah Hyte
Title: Authorized Person

ASSIGNEE:

Anamite Solar, LLC
_____,
a Delaware limited liability company

By: 

Name: Noah Hyte
Title: Authorized Person

EXHIBIT A

Agreement for Solar Energy Ground Lease

(See attached)