

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Agreement*”) is made, entered into and effective as of October 17, 2023 (the “*Effective Date*”), by and between **Wildcat Renewables, LLC**, a Delaware limited liability company (“*Assignor*”) and **RPIL Solar 10, LLC**, an Illinois limited liability company (“*Assignee*”). Assignor and Assignee are sometimes referred to herein collectively as the “*Parties*” and each individually as a “*Party*”.

RECITALS

WHEREAS, Assignor is party to that certain Lease Agreement dated as of February 9, 2023, entered into by and between Assignor and Ramez A. Salamah, Leslie J. Salamah, and RLC Ventures LLC (the “*Lease*”);

WHEREAS, pursuant to Section 21 of the Lease, Assignor and Assignee are Affiliates (as defined Lease) and Assignor desires to assign, and Assignee desires to assume, all of Assignor’s rights, obligations and liabilities under the Lease, in accordance with and subject to the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.
2. Assignment. Effective as of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest in and all past, present, and future, known and unknown rights, obligations and liabilities under the Lease.
3. Assumption. Effective as of the Effective Date, Assignee hereby accepts the assignment and transfer of all of the rights, obligations and liabilities of Assignor under the Lease. Assignee hereby assumes and agrees to be bound by the terms of the Lease and undertakes to perform, in accordance with and subject to the terms of the Lease, any and all of Assignor’s past, present, and future, known and unknown rights, obligations and liabilities in connection with the Lease.
4. Novation. The Parties agree that the assignment and assumption contemplated by this Agreement also constitutes a novation of the Lease by Assignor to Assignee.
5. Force and Effect; Entire Agreement. Except as expressly changed and amended herein, the Lease shall remain and continue in full force and effect in accordance with all of the terms and provisions thereof. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous

agreements, representations, commitments, writings and discussions between them relating to the subject matter expressly addressed in this Agreement.

6. Amendments. This Agreement may be amended only in writing signed by both Assignor and Assignee or their respective successors in interest. Assignor and Assignee each acknowledge that in executing this Agreement that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

7. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

8. Binding Effect; No Third Party Beneficiaries. This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns. Nothing contained herein, express or implied, is intended to confer on any person or entity other than the Parties or their successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9. Severability. Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.


11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed as of the Effective Date.

ASSIGNEE:

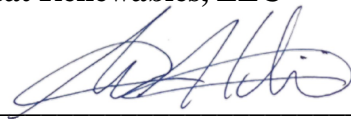
RPIL Solar 10, LLC

By: 

Name: Aaron Halimi
Title: President

ASSIGNOR:

Wildcat Renewables, LLC

By: 

Name: Aaron Halimi
Title: President