

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest in and to the Lease and further delegates to Assignee all of Assignor's duties, liabilities and obligations under the Lease. Assignor is hereby released from all such duties and obligations under the Lease that accrue after the Effective Date.

2. Assumption. Assignee hereby assumes and agrees to perform and accept all of the obligations, duties and liabilities of the Assignor under the Lease first arising on or after the Effective Date.

3. Further Assurances. The Parties hereto agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

4. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

7. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

8. Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State in which the Property is located without giving effect to any choice or conflict of law provision or rule (whether of the State in which the Property is located or any other jurisdiction).

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed by Assignor as of the Effective Date.

ASSIGNOR:

K2 RENEW NW LLC,
a Colorado limited liability company

By: 

Name: Richard Krauze


Title: Authorized Signatory

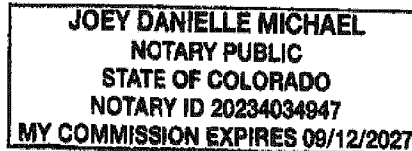
Date: 10-16-2023

STATE OF Colorado)
)ss.
COUNTY OF Larimer)

On October 16, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Krauze personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.


Notary Public
Commission Expires: 09-12-2027



IN WITNESS WHEREOF, this Agreement is executed by the Assignee as of the Effective Date.

ASSIGNEE:

CARNELIAN SOLAR, LLC, an Oregon limited liability company

By: Casey May
Name: Casey May

Title: Authorized Person

Date: 10/10/23

STATE OF NC)
COUNTY OF Buncombe)ss.

On 10/10/2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Casey May, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Commission Expires: 10/5/2027

LINDA GIBBS
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires 10/5/2027