

Drafted by:

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Legal: SE/4 Sec 18 Twp 35N R 5E; NE/4 Sec 19 Twp 35N R5E; SW/4 Sec 20 Twp 35N R5E
Parcel ID: No: P40030; 350520-2-006-0000

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is made, dated and effective as of February 5, 2025 ("**Effective Date**"), by and between Goldfinch Energy Storage, LLC, a Delaware limited liability company ("**Assignor**"), and Goldeneye Battery Storage LLC, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee may be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS:

A. Assignor is the holder of land rights pursuant to those certain purchase option, lease, and/or easement agreements described in the attached Exhibit A ("**Assigned Agreements**").

B. Assignor wishes to assign all of its right, title, and interest in and to the Assigned Agreements and Assignee wishes to assume all of Assignor's right, title, and interest in and to the Assigned Agreements.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the Assigned Agreements and any and all related rights arising under and pursuant to the Assigned Agreements.

2. Assumption. Assignee hereby accepts and assumes all of Assignor's right, title and interest in, to and under the Assigned Agreements, and agrees to perform, abide by, and be bound by the Assigned Agreements and to satisfy the covenants, terms, and conditions attributable to the ownership and operation of the Assigned Agreements arising or incurred on or after the Effective Date.

3. Miscellaneous.

(a) *Further Assurances.* From time to time after the execution and delivery of this Agreement, each Party, at the reasonable request of the other Party and without further consideration, shall promptly sign and deliver or cause to be signed and delivered such other instruments of transfer or documents and take such other actions as reasonably may be requested by the requesting Party in order to further evidence or memorialize and give full effect to the transactions contemplated hereunder.

(b) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of each Party and its successors and assigns. Assignee may assign its rights and obligations under this Agreement, in whole or in part, without the need for Assignor's consent.

(c) *Enforcement.* If any portion of this Agreement shall be determined to be invalid or unenforceable, it shall be modified rather than voided, if possible, in order to carry out the intent of this Agreement. In any event, the remainder of this Agreement shall be valid and enforceable to the fullest extent possible.

(d) *Headings.* The section headings and subheadings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall together constitute one and the same instrument.

[Signatures and acknowledgments follow]

IN WITNESS WHEREOF, each of the Assignor and Assignee has caused this Assignment and Assumption Agreement to be duly executed and delivered by its authorized representative as of the Effective Date.

ASSIGNOR

Goldfinch Energy Storage, LLC
a Delaware limited liability company

By: [Signature]
Name: Sean Toland
Title: Authorized Signer

STATE OF New York)
COUNTY OF New York) SS:

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared before me Sean Toland, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN, UNDER MY HAND AND SEAL OF OFFICE on this 21 day of November, 2024.

[Signature]
Name: Tariq George
County of Residence: New York
My Commission Expires: 02/15/2027

TARIQ K. GEORGE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GE0001572
Qualified in Kings County
My Commission Expires 02-15-2027

IN WITNESS WHEREOF, each of the Assignor and Assignee has caused this Assignment and Assumption Agreement to be duly executed and delivered by its authorized representative as of the Effective Date.

ASSIGNEE

Goldeneye Battery Storage LLC,
a Delaware limited liability company

By: Name: Tim EvansTitle: Authorized SignorSTATE OF New York)
)SS:COUNTY OF New York)

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared before me Tim Evans, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 5th day of February, 2025.

Name: Ivan GuanCounty of Residence QueensMy Commission Expires: 12/15/2027

Ivan Guan
Notary Public, State of New York
Reg. No. 01GU0018724
Qualified in Queens County
Commission Expires 12/15/2027

EXHIBIT A**Assigned Agreements**

A. Real Estate Purchase Option Agreement dated May 2, 2023 by and between John F. Grinder and Stephanie M. Grinder, a married couple, and Goldfinch Energy Storage, LLC, a Delaware limited liability company, a memorandum of which was recorded on December 5, 2024 as Instrument Number 202412050106 in the Recorder's Office of Skagit County, Washington.

Legal Description:

That portion of the Southwest Quarter of the Northwest Quarter of Section 20, Township 35 North, Range 5 E.W.M., lying Southerly of the State Highway right of way, (formerly the Fairhaven and Southern Railroad right of way) and Easterly of Hanson Creek.

Tax ID No: P40030; 350520-2-006-0000