

VG-18-2024-7829

**Nacogdoches County
Sandra "Sandy" Yates
Nacogdoches County Clerk**

Instrument Number: 2024 - 7829

Real Property Recordings

Parties: MIDDLEBROOK SOLAR
LLC

Parties: BANITA CREEK SOLAR
LLC

Recorded On: November 21, 2024 11:08 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024-7829
Receipt Number: 20241121000015
Recorded Date/Time: November 21, 2024 11:08 AM
User: Jennifer A
Station: CLERK02

Record and Return To:

SOLAR PROPONENT
9111 JOLLYVILLE ROAD, SUITE 115
AUSTIN TX 78759



**STATE OF TEXAS
Nacogdoches County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nacogdoches County, Texas

Sandra "Sandy" Yates
Nacogdoches County Clerk
Nacogdoches County, TX

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into to be effective June 25, 2024 (the "Effective Date") by and between **MIDDLEBROOK SOLAR LLC**, a Delaware limited liability company ("Assignor"), and **BANITA CREEK SOLAR LLC**, a Delaware limited liability company ("Assignee", and together with Assignor, the "Parties").

WITNESSETH:

WHEREAS, Assignor is the Tenant or Grantee, as the case may be, under the Agreement described in **Exhibit A** attached hereto and made a part hereof (as assigned, amended and/or restated, the "Agreement").

WHEREAS, Assignor desires to assign the Agreement to Assignee; and

WHEREAS, Assignee desires to accept the assignment of the Agreement from Assignor.

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

1. Assignment. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Agreement. Assignor represents to Assignee that Assignor's execution and delivery of this Assignment have been duly authorized.

2. Assumption. Assignee acknowledges that it has examined and is familiar with all of the terms and provisions of the Agreement. Assignee accepts the assignment of Assignor's right, title, and interest in and to the Agreement and assumes and agrees to be bound by the Agreement and to satisfy the covenants, terms, and conditions required to be satisfied by the Tenant under the Agreement. Assignee hereby agrees to take responsibility for all payments, past and present, under the Agreement, and all liability previously incurred under the Agreement. Assignee represents to Assignor that Assignee's execution and delivery of this Assignment have been duly authorized.

3. Counterparts. This Assignment may be executed in one or more identical counterparts, all of which, when taken together shall constitute one and the same instrument.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

5. Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee, and their respective legal representatives, successors and assigns.

[signature page to follow]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto affix their signatures as of the date first above written.

ASSIGNOR:

Middlebrook Solar LLC
a Delaware limited liability company

By: Cassandra Rinaldo
Name: Cassandra Rinaldo
Title: Chief Executive Officer

ASSIGNEE:

Banita Creek Solar LLC
a Delaware limited liability company

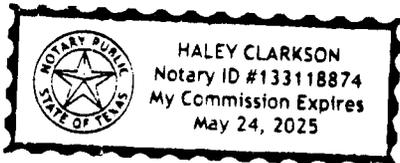
By Solar Proponent LLC, its Sole Member

By: Cassandra Rinaldo
Name: Cassandra Rinaldo
Title: Chief Executive Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Cassandra Rinaldo**, the Chief Executive Officer of Banita Creek Solar LLC, a limited liability corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed on behalf of limited liability corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25th day of June, 2024.

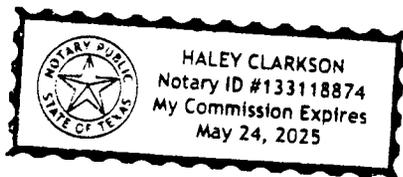


Haley Clarkson
Notary Public, State of Texas
Commission No. 133118874

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Cassandra Rinaldo**, the Chief Executive Officer of Middlebrook Solar LLC, a limited liability corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed on behalf of limited liability corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25th day of June, 2024.



Haley Clarkson
Notary Public, State of Texas
Commission No. 133118874

EXHIBIT A
AGREEMENT

Solar Energy Lease and Easement Agreement between John Mast Separate Property, LP, a Texas limited partnership, and Middlebrook Solar LLC, a Delaware limited liability company, dated to be effective June 30, 2022, a Memorandum of which is filed of record in the Real Property Records of Nacogdoches County Clerk under File Number 2022-7579;