

**After Recording Return to:**  
Mountain Solar, LLC  
c/o AMPYR Solar Energy, LLC  
Attn: James Donahue  
111 W Ocean Blvd, Ste 2425  
Long Beach, CA 90802

EUREKA COUNTY, NV

Rec:\$37.00

\$37.00

Pgs=5

**2024-253339**

**11/25/2024 12:02 PM**

AMPYR ENERGY USA, LLC

KATHERINE J. BOWLING, CLERK RECORDER

### **REAL PROPERTY AGREEMENT ASSIGNMENT**

This **REAL PROPERTY AGREEMENT ASSIGNMENT** (this “**Assignment**”) is entered into as of November 22, 2024 (the “**Effective Date**”), by and between AMPYR Energy USA, LLC, a Delaware limited liability company (“**Assignor**”) and Mountain Solar, LLC, a Nevada limited liability company (“**Assignee**”).

#### **RECITALS:**

- A. Assignor is party to those certain agreements listed on Exhibit A (including all amendments to such agreements, collectively the “**Agreements**”) encumbering certain real property in Eureka County, Nevada, as such real property is more particularly described in each of the Agreements.
- B. In accordance with the terms hereof, the parties desire that Assignor assign all of its rights and interests under the Agreements to Assignee, and that Assignee assume all of the obligations of Assignor under the Agreements, as more particularly set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Conveyance and Assignment. Effective as of the Effective Date, Assignor hereby irrevocably assigns, conveys, and transfers to Assignee (i) all right, title and interest of Assignor in, to, and under the Agreements (the “**Assigned Interests**”), and (ii) all of Assignor's duties and obligations under the Agreements that are required to be performed after the Effective Date of this Assignment.
2. Acceptance and Assumption. Effective as of the Effective Date, Assignee hereby irrevocably accepts the foregoing assignment of the Assigned Interests.
3. Further Assurances. Assignor covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of Assignee, such further instruments of transfer and assignment, and to take such other action as Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated in this Assignment.

4. Governing Law. The provisions of this Assignment shall be governed by and construed under the laws of the State of South Carolina (without giving effect to its principles of conflict of laws).
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signatures are on next page]*

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed on their behalf as of the date first written above.

**ASSIGNOR:**

**AMPYR ENERGY USA, LLC,**  
a Delaware limited liability company

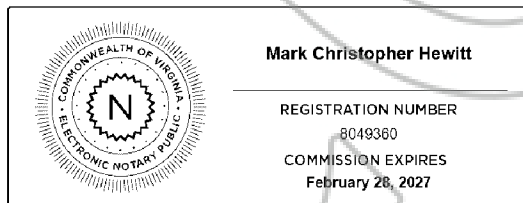
By: James Donahue  
Name: James Donahue  
Title: General Counsel and Corporate Secretary

STATE OF Virginia )  
 ) ss.  
COUNTY OF Prince William County, VA )

I, Mark Christopher Hewitt, a Notary Public of the County and State aforesaid, certify that James Donahue personally came before me this day and acknowledged that (s)he is the General Counsel and Corporate Secretary of AMPYR Energy USA, LLC, a Delaware limited liability company, and that by authority duly given as of the act of such entity, (s)he signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 25th day of November, 2024.

**NOTARY SEAL:**



Mark Christopher Hewitt  
Signature of Notary Public  
Printed Name: Mark Christopher Hewitt  
My Commission Expires: 02/28/2027

Notarized remotely online using communication technology via Proof.

**ASSIGNEE:**

**MOUNTAIN SOLAR, LLC,**  
a Nevada limited liability company

By: AMPYR Energy USA, LLC,  
a Delaware limited liability company,  
its sole member

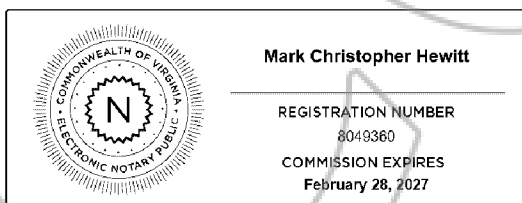
By: James Donahue  
Name: James Donahue  
Title: General Counsel and Corporate Secretary

STATE OF Virginia )  
) ss.  
COUNTY OF Prince William County, VA )

I, Mark Christopher Hewitt, a Notary Public of the County and State aforesaid, certify that James Donahue personally came before me this day and acknowledged that (s)he is the General Counsel and Corporate Secretary of AMPYR Energy USA, LLC, a Delaware limited liability company, the sole member of Mountain Solar, LLC, a Nevada limited liability company, and that by authority duly given as of the act of such entities, (s)he signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 25th day of November,  
2024.

**NOTARY SEAL:**



Mark Christopher Hewitt  
Signature of Notary Public  
Printed Name: Mark Christopher Hewitt  
My Commission Expires: 02/28/2027

Notarized remotely online using communication technology via Proof.

## **EXHIBIT A**

### **Agreements**

1. Solar Project Ground Lease Agreement, by and between Richard E. Kephart and Mari Alice Kephart, trustees of the R.E. and M.A. Kephart Family Trust, on the one hand, and AMPYR Energy USA, LLC, on the other, dated as of February 13, 2023.
2. Letter of Agreement, by and between R.E. and M.A. Kephart, trustees of the R.E. and M.A. Kephart Trust, on the one hand, and AMPYR Energy USA, LLC, on the other, dated as of February 13, 2023.
3. Solar Project Ground Lease Agreement, by and between Deanne M. Hicks and Denise L. Moyle, on the one hand, and AMPYR Energy USA, LLC, on the other, dated October 11, 2023.