

2024-5-0999
05/21/2024 09:40 AM
TOTAL FEES: 25.00
BY: SP
PG #: 4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

RECORDED AS PRESENTED

Chicago Title Commercial
CT IN 2304023

CROSS REFERENCE:

Warranty Deed dated January 21, 1982 and recorded as Instrument No. 1982-656967; Memorandum of Land Option Purchase Agreement dated September 13, 2021 and recorded October 22, 2021 as Instrument No. 2021-534305; Land Option Purchase Agreement dated September 13, 2021 and recorded March 5, 2024 as Instrument No. 2024-506668 in the Office of the Recorder of Lake County, Indiana.

Prepared by and After recording return to:

Foundry Works Solar Energy LLC
c/o Invenergy LLC
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of June 11, 2024 (the "Effective Date"), by Foundry Works Solar Energy LLC, a Delaware limited liability company ("Assignor"), whose address is One South Wacker Drive, Suite 1800, Chicago, Illinois 60606, and Northern Indiana Public Service Company LLC, aka NIPSCO, an Indiana limited liability company ("Assignee"), whose address is 801 E. 86th Avenue, Merrillville, Indiana 46410.

RECITALS:

A. Assignor is party to that certain Land Option Purchase Agreement dated September 13, 2021, as memorialized by that Memorandum of Land Option Purchase Agreement recorded October 22, 2022 as Instrument No. 2021-534305 in the Office of the Recorder of Lake County, Indiana, and as recorded March 5, 2024 as Instrument No. 2024-506668 in the Office of the Recorder of Lake County, Indiana (collectively, the "Agreement") encumbering certain real property in Lake County, Indiana pursuant to which Assignor has certain rights and obligations.

B. Assignor and Assignee acknowledge that the property contemplated under the Agreement is required for the construction and operation of a substation owned by Assignee to support Assignor's solar generation project (the Project).

C. In accordance with the terms hereof, the parties desire that Assignor assign all its rights under the Agreement to Assignee and that Assignee assume the obligations of Assignor 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 date hereof, Assignor hereby irrevocably assigns and conveys to Assignee, all right, title and interest of Assignor in and to the Agreement.

NOT AN OFFICIAL DOCUMENT

2. Acceptance and Assumption. Effective as of the Effective Date, Assignee hereby irrevocably accepts the foregoing assignment of the Agreement and agrees to perform, discharge and assume all the obligations of Assignor, except as set forth herein, under the Agreement arising from and after the Effective Date.

3. Assignor's Retained Obligations. Pursuant to Agreement Sections 5 and 8 regarding Purchaser representations, warranties and closing obligations, Assignor shall remain solely responsible for such up to and through Closing (as defined in the Agreement). Specifically, Assignor shall remain responsible for the payment of the Purchase Price and other closing costs, including, but not limited to, the loss of crop payments (if applicable) and attorney fees to Seller as well as recording fees and title policy costs.

4. Indemnification. Assignor covenants and agrees to defend, indemnify and hold Assignee harmless from and against any claim, action, obligation, liability, recovery, deficiency, loss, damage, cost or expense (including, but not limited to, reasonable attorneys' fees and other costs, interest and expenses incident to any suit, action or proceeding) that Assignee shall incur or suffer, arising out of, resulting from or relating to any failure of Assignor to perform any of its obligations with respect to the Agreement prior to the Effective Date. Assignee covenants and agrees to defend, indemnify and hold Assignor harmless from and against any claim, action, obligation, liability, recovery, deficiency, loss, damage, cost or expense (including, but not limited to, reasonable attorneys' fees and other costs, interest and expenses incident to any suit, action or proceeding) that Assignor shall incur or suffer, arising out of, resulting from or relating to any failure of Assignee to perform any of its obligations with respect to the Agreement arising on or after the Effective Date.

5. Future Cooperation. Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, leases, releases, assumptions, notifications and other documents as may be reasonably requested for the purpose of giving effect to and in support of the transactions contemplated by this Assignment and development of the Project.

6. Governing Law. The provisions of this Assignment shall be governed by and construed under the laws of the State of Indiana (without giving effect to its principles of conflicts of law).

7. 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]

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

ASSIGNOR:

Foundry Works Solar Energy LLC

By: _____

Name: Michael Kaplan

Title: Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Michael Kaplan, the Vice President of Foundry Works Solar Energy LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notary seal this 30 day of March, 2024.

(SEAL)



Signature: Andrea Marina Lopez

Name: Andrea Marina Lopez

Notary Public, State of Illinois

My Commission Expires: 12/19/2027

County of Residence: COOK

NOT AN OFFICIAL DOCUMENT

ASSIGNEE:

Northern Indiana Public Service Company LLC, aka NIPSCO

Name:

Phillip A. Patrick

Title:

LEADER OF SURVEY & LAND

ACKNOWLEDGMENT

STATE OF

Indiana

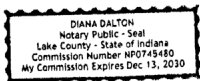
COUNTY OF

Lake

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Phillip A. Patrick, the Leader of NipSCO Survey & Land of Northern Indiana Public Service Company LLC, aka NIPSCO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notary seal this 19th day of June, 2024.

(SEAL)



Signature:

Diana Dalton

Name:

Diana Dalton

Notary Public, State of

Indiana

My Commission Expires:

December 13, 2030

County of Residence:

Lake

This document prepared by Tiffany N. Waryu.

I, Tiffany N. Waryu, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (IC 36-2-11-15d)