

ASSIGNMENT OF OPTION

18 THIS ASSIGNMENT OF OPTION (the “**Assignment**”) is made and entered into as of the day of April, 2023 (the “**Assignment Effective Date**”), by and between Occasio Power Management LLC, a Texas limited liability company (“**Assignor**”), and Voyager Energy Storage LLC, a Delaware limited liability company (“**Assignee**”).

R E C I T A L S:

WHEREAS, Assignor and Arbor International, Inc., Profit Sharing Plan and Trust (“**Owner**”) are parties to that certain Land Option Purchase Agreement dated September 12, 2022, as evidenced by that certain Memorandum of Land Option Purchase Agreement recorded on October 4, 2022 as Document number 6666048 (Volume 5499, Page 231), in Washtenaw County, Michigan (collectively, the “**Option**”), covering that certain property described in the attached Exhibit A (the “**Property**”);

WHEREAS, pursuant to Section 12.6 of the Option, Assignor may assign the Option to an affiliate without the Owner’s consent;

WHEREAS, Assignor and Assignee are wholly-owned subsidiaries of Jupiter Power LLC.

WHEREAS, Assignee desires to acquire Assignor’s interest in the Option and Assignor desires to assign to Assignee its interest in the Option; and

WHEREAS, Assignor and Assignee desire to execute this Assignment and record a Memorandum of Assignment of Option in Washtenaw County, Michigan to put third parties on notice as further described in Exhibit B (the “**Memorandum**”).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Option. Assignor hereby sells, transfers, and assigns to Assignee all of its right, title, and interest in and to the Option, subject, however, to the terms, covenants, and conditions of this Assignment.

2. Assumption of Obligations. Assignee hereby accepts the assignment of the Option, the payments due thereunder and the obligations and liabilities related to and arising under the Option, effective as of the Assignment Effective Date.

3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors and assigns of the parties hereto.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument. This Assignment may be executed electronically.

5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY CLAIMS BROUGHT IN CONNECTION HEREWITH SHALL BE ADJUDICATED UNDER, THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PROVISIONS THEREOF.

6. Notices. All notices, requests, demands and other communications made in connection with this Assignment shall be in writing and shall be deemed to have been duly given on the date of receipt, if personally delivered or if delivered by overnight courier or received by facsimile or electronic mail (provided that, with respect to delivery by facsimile or electronic mail, confirmation of receipt is obtained), or five (5) days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Assignor:

Occasio Power Management LLC
c/o Jupiter Power LLC
1108 Lavaca St, Suite 110-349
Austin, TX 78701
gc@jupiterpower.io

If to Assignee:

Voyager Energy Storage LLC
c/o Jupiter Power LLC
1108 Lavaca St, Suite 110-349
Austin, TX 78701
gc@jupiterpower.io

7. Severability. If any portion of this Assignment shall be determined to be invalid or unenforceable, it shall be modified rather than voided, if possible, to carry out the intent of this Assignment. In any event, the remainder of this Assignment shall be valid and enforceable to the fullest extent possible.

8. 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.


[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first above written.

ASSIGNOR:

OCCASIO POWER MANAGEMENT LLC,

a Texas limited liability company

By: 
Name: ANDREW BOWMAN
Title: PRESIDENT

ASSIGNEE:

VOYAGER ENERGY STORAGE LLC,

a Delaware limited liability company


By: 
Name: ANDREW BOWMAN
Title: PRESIDENT

EXHIBIT A

Description of Property

Land situated in the Township of Saline, County of Washtenaw, State of Michigan, described as follows:

All that part of the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 10, Town 4 South, Range 5 East, lying Northerly of the centerline of Highway U.S. 12 further described as beginning at the West 1/4 corner of said Section 10; thence North 00 degrees 46 minutes 09 seconds East 2,641.30 feet along the West line of said Section 10; thence South 89 degrees 26 minutes 27 seconds East 1,339.49 feet along the North line of said Section 10; thence South 00 degrees 30 minutes 57 seconds West 2,659.28 feet along the East line of the West 1/2 of the Northwest 1/4, said Section 10; thence South 00 degrees 22 minutes 02 seconds West 78.60 feet along the East line of the West 1/2 of the Southwest 1/4, said Section 10 to the Northerly right of way line of Highway U.S. 12; thence along the Northerly right of way line of Highway U.S. 12 aforesaid, South 61 degrees 11 minutes 12 seconds West 75.59 feet; thence North 00 degrees 22 minutes 02 seconds East 116.56 feet; thence North 00 degrees 30 minutes 57 seconds East 1,038.81 feet; thence North 88 degrees 40 minutes 40 seconds West 1,214.70 feet; thence South 00 degrees 46 minutes 09 seconds West 1,038.76 feet; thence South 00 degrees 49 minutes 00 seconds West 775.76 feet; thence along the Northerly right of way line of Highway U.S. 12 aforesaid, 73.36 feet along a 19,636.80 foot radius curve to the right having a chord bearing and distance of South 64 degrees 55 minutes 58 seconds West 73.36 feet; thence North 00 degrees 49 minutes 00 seconds East 808.36 feet along the West line of said Section 10 to the point of beginning.

Tax Parcel No: R-18-10-200-007

EXHIBIT B

Memorandum of Assignment of Option

After Recording Return To:
Voyager Energy Storage LLC
1108 Lavaca St, Suite 110-349
Austin, TX 78701

MEMORANDUM OF ASSIGNMENT OF OPTION

THIS MEMORANDUM OF ASSIGNMENT OF OPTION (the “**Memorandum**”) is made and entered into as of the 18 day of APRIL, 2023, (the “**Effective Date**”) by and between OCCASIO POWER MANAGEMENT LLC, a Texas limited liability company (“**Assignor**”), and VOYAGER ENERGY STORAGE LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor and Arbor International, Inc., Profit Sharing Plan and Trust (“**Owner**”) are parties to that certain Land Option Purchase Agreement dated September 12, 2022, as evidenced by that certain Memorandum of Land Option Purchase Agreement recorded on October 4, 2022 as Document number 6666048 (Volume 5499, Page 231), in Washtenaw County, Michigan (collectively, the “**Option**”), covering that certain property described in the attached Exhibit B-1 (the “**Property**”);

WHEREAS, Assignor and Assignee entered into that certain Assignment of Option from Assignor to the Assignee dated April 18, 2023 (the “**Assignment**”), pursuant to which Assignor assigned, transferred, and conveyed to Assignee the Option.


WHEREAS, Assignor and Assignee desire to enter into this Memorandum to be recorded in the real property records of Washtenaw County, Michigan, to place third parties on notice of the Option and the assignment of the Option to Assignee.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has executed this Memorandum on the date first above written, effective as of the Effective Date.

ASSIGNOR:

OCCASIO POWER MANAGEMENT LLC,
a Texas limited liability company

By: 

Name: ANDREW BOWMAN

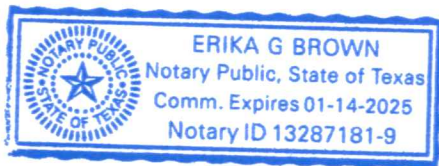
Title: PRESIDENT

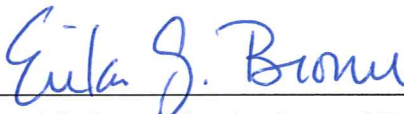
STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 18 day of April, 2023, by Andrew Bowman, the President of **Occasio Power Management LLC, a Texas limited liability company**, on behalf of Occasio Power Management LLC, a Texas limited liability company.




Notary Public in and for the State of Texas

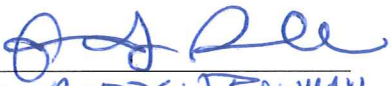
My commission expires: 1/14/2025

IN WITNESS WHEREOF, Assignee has executed this Memorandum on the date first above written, , effective as of the Effective Date.

ASSIGNEE:

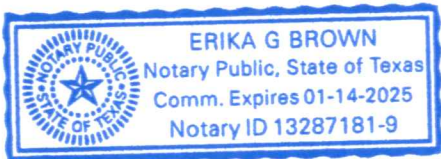
VOYAGER ENERGY STORAGE LLC,

a Delaware limited liability company

By: 
Name: ANDREW BOWMAN
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 18 day of April, 2023, by Andrew Bowman, the President of **Voyager Energy Storage LLC, a Delaware limited liability company**, on behalf of Voyager Energy Storage LLC, a Delaware limited liability company.



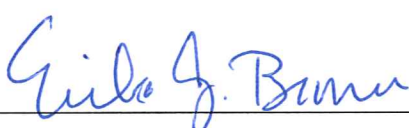

Notary Public in and for the State of Texas
My commission expires: 1/14/2025

EXHIBIT B-1

Description of Property

Land situated in the Township of Saline, County of Washtenaw, State of Michigan, described as follows:

All that part of the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 10, Town 4 South, Range 5 East, lying Northerly of the centerline of Highway U.S. 12 further described as beginning at the West 1/4 corner of said Section 10; thence North 00 degrees 46 minutes 09 seconds East 2,641.30 feet along the West line of said Section 10; thence South 89 degrees 26 minutes 27 seconds East 1,339.49 feet along the North line of said Section 10; thence South 00 degrees 30 minutes 57 seconds West 2,659.28 feet along the East line of the West 1/2 of the Northwest 1/4, said Section 10; thence South 00 degrees 22 minutes 02 seconds West 78.60 feet along the East line of the West 1/2 of the Southwest 1/4, said Section 10 to the Northerly right of way line of Highway U.S. 12; thence along the Northerly right of way line of Highway U.S. 12 aforesaid, South 61 degrees 11 minutes 12 seconds West 75.59 feet; thence North 00 degrees 22 minutes 02 seconds East 116.56 feet; thence North 00 degrees 30 minutes 57 seconds East 1,038.81 feet; thence North 88 degrees 40 minutes 40 seconds West 1,214.70 feet; thence South 00 degrees 46 minutes 09 seconds West 1,038.76 feet; thence South 00 degrees 49 minutes 00 seconds West 775.76 feet; thence along the Northerly right of way line of Highway U.S. 12 aforesaid, 73.36 feet along a 19,636.80 foot radius curve to the right having a chord bearing and distance of South 64 degrees 55 minutes 58 seconds West 73.36 feet; thence North 00 degrees 49 minutes 00 seconds East 808.36 feet along the West line of said Section 10 to the point of beginning.

Tax Parcel No: R-18-10-200-007