

ASSIGNMENT AND ASSUMPTION OF MATERIAL CONTRACTS

This ASSIGNMENT AND ASSUMPTION OF MATERIAL CONTRACTS (this "Assignment and Assumption") is entered into effective as of the 25th day of February 2025 by Meadowbrook Water Users Association, a nonprofit mutual water corporation ("Assignor") in favor of Oquirrh Point Improvement District, a Utah special district ("Assignee"). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement entered into by and between Assignor and Assignee dated as of February 25, 2025 (the "Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor hereby transfers, assigns, conveys and delivers to Assignee, and Assignee does hereby receive, assume and accept, all of Assignor's rights, interests, obligations, covenants, duties, and responsibilities concerning, relating to, or arising out of the Material Contracts (as defined in Section 5.5 of the Agreement).

Nothing contained in this Assignment and Assumption shall be deemed to supersede any of the covenants, agreements, representations or warranties of the applicable parties contained in the Agreement. This Assignment and Assumption shall not alter, modify or amend the terms of the Agreement in any respect, or subject the parties to any lesser or greater liabilities, obligations or duties than provided therein. To the extent there is a conflict between the terms and provisions of this Assignment and Assumption and the Agreement, the terms and provisions of the Agreement will govern.

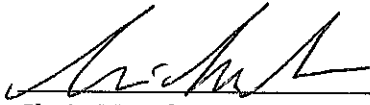
This Assignment and Assumption shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to the conflict of laws principles thereof. None of the provisions of this Assignment and Assumption may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption to be executed effective as of the date first written above.

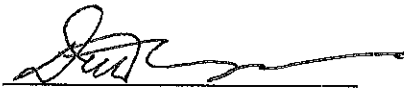
ASSIGNOR:

MEADOWBROOK WATER USERS
ASSOCIATION

By: 
Name: Chris Meacham
Title: President

ASSIGNEE:

OQUIRRH POINT IMPROVEMENT
DISTRICT

By: 
Name: Dell Nichols
Title: Chairman