

**ASSIGNMENT AND ASSUMPTION AGREEMENT OF SUBDIVISION
IMPROVEMENTS AGREEMENT FOR FALCON MARKETPLACE**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF SUBDIVISION IMPROVEMENTS AGREEMENT FOR FALCON MARKETPLACE (this "Agreement") is made effective as of September 24, 2020 (the "Assignment Effective Date"), by and between LG HI Falcon, LLC, a Texas limited liability company (the "Developer"), whose address is 3500 Maple Avenue, Suite 1600, Dallas, TX 75219, and Evergreen – Meridian & Woodmen, L.L.C., an Arizona limited liability company ("Assignee"), whose address is 2390 E. Camelback Road, Suite 410, Phoenix, AZ 85016, Attn: Ms. Laura Ortiz.

RECITALS

A. The Developer entered into the Subdivision Improvements Agreement for Falcon Marketplace with the Board of County Commissioners of El Paso County, Colorado ("County"), concerning Falcon Marketplace, located in the County of El Paso, State of Colorado, and described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Subdivision Agreement"), which Subdivision Agreement is recorded on December 23, 2019 in the real property records of El Paso, Colorado at Reception No. 219163005.

B. The Developer desires to assign the Subdivision Agreement to Assignee and Assignee desires to assume all of the Developer's obligations under the Subdivision Agreement, subject to the prior written approval of the County.

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

1. The Developer hereby assigns all of its obligations, rights, title and interest under the Subdivision Agreement to Assignee.
2. Assignee hereby assumes all of the Developer's obligations, rights, title and interest under the Subdivision Agreement.
3. The Developer represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Developer and assumption by Assignee. Developer hereby indemnifies, holds harmless, and agrees to defend Assignee from any and all actions, causes of action, claims, costs, damages, expenses, liability, or loss of any kind or nature incurred by Assignee as a result of any defaults by Developer under the Subdivision Agreement.
4. Concurrently with the execution and delivery of this Agreement, the Performance Bond identified in the Subdivision Agreement shall be replaced by a Performance Bond issued by Lexon Insurance Company in the amount of Four Million Seven Hundred Seventeen Thousand Five Hundred Forty-One and 89/100 Dollars (\$4,717,541.89) ("Replacement Bond").
5. This Agreement shall not be modified, amended or terminated without the express written consent of the Developer, Assignee and the County. Notwithstanding anything to the contrary in this Agreement or the Subdivision Agreement, Assignee agrees and covenants to the

County that it will not further assign its rights or obligations under the Subdivision Agreement without first complying with Paragraph 1(c) of the Subdivision Agreement.

6. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

7. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

8. The Developer, on the one hand, and Assignee, on the other hand, agree that if any party hereto brings an action to enforce this Agreement or any of its terms and conditions, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and actual costs from the losing party. The parties acknowledge and agree that the County shall not be liable for any party's attorneys' fees under this Paragraph 8.

9. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

10. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

11. The Recitals of this Agreement are incorporated herein by this reference.

12. This Agreement merges and supersedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DEVELOPER:

LG HI Falcon, LLC, a Texas limited liability company

By: LG HI Master, LLC, a Texas limited liability company, its Manager

By: LG Capital, LLC, a Texas limited liability company, its Manager

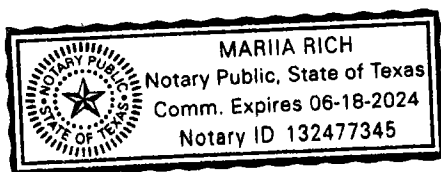
By: 
Name: Fernando De Leon
Its: Authorized Signatory

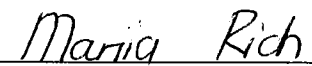
STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 2/5th day of September, 2020, by Fernando De Leon, as Authorized Signatory of LG Capital, LLC, a Texas limited liability company, as Manager of LG HI Master, LLC, a Texas limited liability company, as Manager of LG HI Falcon, LLC, a Texas limited liability company.

WITNESS my hand and official seal.

My commission expires: 06-18-2024.




Notary Public

ASSIGNEE:

EVERGREEN-MERIDIAN & WOODMEN, L.L.C., an
Arizona limited liability company

By: Evergreen Development Company-2020, L.L.C., an
Arizona limited liability company,
its Manager

By: Evergreen Devco, Inc., a California
corporation, its Manager

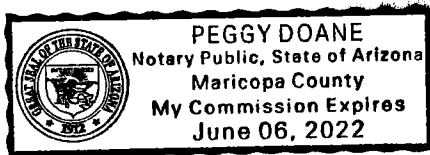
By: Dana Dragon
Name: Dana Dragon
Its: Principal

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 21st day of September 2020, by Dana Dragon, the Principal of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2020, L.L.C., an Arizona limited liability company, Manager of EVERGREEN-MERIDIAN & WOODMEN, L.L.C., an Arizona limited liability company, on behalf of said entities.

WITNESS my hand and official seal.

My commission expires: June 6, 2022



Peggy Doane
Notary Public

CONSENT OF COUNTY

The County hereby consents to the foregoing Assignment and Assumption Agreement of Subdivision Improvements Agreement for Falcon Marketplace, to which this Consent is attached. Upon receipt of the Replacement Bond, the County shall release the original Performance Bond to Developer. Upon release of the original performance Bond, Developer shall be released from any liability or obligation under the Subdivision Agreement resulting from improvements constructed after the date hereof.

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By:

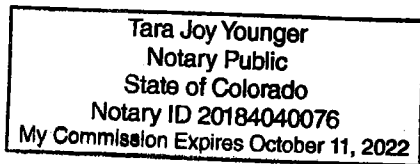
Mark Gebhart for

Craig Dossey, Executive Director
Planning and Community Development
Authorized signatory pursuant to LDC

STATE OF COLORADO)
)ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 16 day of September 2020, by Mark Gebhart, the Deputy Director of the El Paso County Planning and Community Development Department.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires: October 11, 2022

EXHIBIT A

LEGAL DESCRIPTION

Lots 1-11, inclusive, and Tracts A, B, and C, Falcon Marketplace, according to the plat as recorded December 23, 2019 at Reception No. 219714441, County of El Paso, State of Colorado.