

ASSIGNMENT OF ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF ANNEXATION AND DEVELOPMENT AGREEMENT ("Assignment") is made and entered into to be effective as of this 13th day of June, 2024 ("Effective Date"), by and between: (i) **ORIGINAL BOBWHITE INVESTMENTS, LP**, a Texas limited partnership formerly known as BOBWHITE INVESTMENTS, LP ("Assignor"), and (ii) **M/I HOMES OF AUSTIN, LLC**, an Ohio limited liability company ("Assignee").

Reference is hereby made to that certain Annexation and Development Agreement by and among the City of Dripping Springs, Texas (the "City"), SLF IV – Dripping Springs JV, L.P., and Assignor dated effective October 17, 2017 (as the same may be amended and/or assigned, the "Agreement").

Simultaneously with the execution and delivery of this Assignment, Assignor or an affiliate of Assignor has executed and delivered to Assignee a special warranty deed with respect to the land located in the City of Dripping Springs, Hays County, Texas, described on Exhibit A attached hereto (the "Land").

FOR \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER, SET OVER, AND DELIVER to Assignee, and, except as otherwise expressly provided in the Real Estate Purchase and Sale Contract dated April 16, 2024 between Assignor and Assignee with respect to the sale of the Land, without representation or warranty of any kind, express or implied, all right, title, and interest of Assignor in and to the Agreement.

Assignee hereby accepts this Assignment and the assignment of the Agreement as provided herein and, jointly and severally, hereby assumes and agrees to observe, be bound by, discharge, and perform all of the duties, obligations, terms, covenants, and agreements of Assignor under the Agreement.

Assignee, jointly and severally, agrees to indemnify, defend, and hold harmless Assignor, its affiliates and their employees, officers, directors, managers, agents, attorneys, direct and indirect owners, shareholders, partners, and members, from and against any costs, expenses and payment obligations incurred by Assignor pursuant to Section 9.4.3 of the Agreement (including attorneys' fees incurred by Assignor in connection therewith) for so long as Assignor retains obligations under, or the City pursues Assignor pursuant to, Section 9.4.3 of the Agreement. Assignor and Assignee acknowledge and agree that the provisions of this paragraph are not intended in any manner to limit the obligations under the Agreement assumed by Assignee pursuant to this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

[Remainder of Page Intentionally Blank]

EXECUTED to be effective as of the Effective Date.

ASSIGNOR:

ORIGINAL BOBWHITE INVESTMENTS, LP,
a Texas limited partnership
formerly known as BobWhite Investments, LP

By: BobWhite GP, LLC,
a Texas limited liability company,
its General Partner

By: 

Missy Atwood, Manager

and

By: 

Sarah Davidson Henline, Manager

ASSIGNEE:

M/I HOMES OF AUSTIN, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

EXECUTED to be effective as of the Effective Date.

ASSIGNOR:

ORIGINAL BOBWHITE INVESTMENTS, LP,
a Texas limited partnership
formerly known as BobWhite Investments, LP

By: BobWhite GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Missy Atwood, Manager

and

By: _____
Sarah Davidson Henline, Manager

ASSIGNEE:

M/I HOMES OF AUSTIN, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

DocuSigned by:
Zachary M. Sugarman
3725126120461
Zachary M. Sugarman
Deputy General Counsel