

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION DEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF SUBDIVISION DEVELOPMENT AGREEMENT (this "Agreement") is made effective March 20,[†] 2025 (the "Effective Date") by and between MAPLE WOODS DEVELOPMENT, LLC, a Texas limited liability company ("Assignor"), and RLS ~~ACQUISITIONS~~ (MAPLE WOODS) LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor entered into that certain Subdivision Development Agreement with Waller County, Texas, a political subdivision of the State of Texas (the "County") dated March 20, 2024 (the "Development Agreement") attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Assignor desires to assign its interest in and to the Development Agreement effective as of the Effective Date to Assignee; and

WHEREAS, Assignee desires to assume the rights and obligations of Assignor in and to the Development Agreement effective as of the Effective Date.

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

1. Recitals. The above Recitals are hereby incorporated herein by reference.
2. Assignment. Assignor does hereby transfer, convey, set over, assign, contribute, and deliver to Assignee, its successors and assigns forever, subject to the terms described herein, its interest in the Development Agreement effective as of the Effective Date.
3. Assumption. Assignee hereby accepts, and acknowledges receipt of, and agrees to be bound by all of the terms of the Development Agreement as if an original signatory thereto.
4. County Consent Required. Assignor and Assignee acknowledge and agree that Section 2 of the Development Agreement states that the County must consent to this Agreement and further acknowledge and agree that this Agreement shall not be effective unless and until such consent is granted by the County.
5. No Defaults. Assignor represents and warrants that neither Assignor, nor to Assignor's current, actual knowledge, the County, is currently in default of the Development Agreement, and no event or circumstance exists that (with the passage of time and/or giving of notice) could become a default or violation under the Development Agreement.

[†] ~~Note to Draft: Left blank for the parties to provide, as I assume this is a post-closing obligation.~~

6. ~~5.~~ Further Assurances. Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary to assign its interest in the Development Agreement as contemplated hereunder.

7. ~~6.~~ Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

8. ~~7.~~ Binding Effect. This Agreement is binding on and shall inure to the benefit of Assignor and Assignee and their permitted respective successors and assigns.

9. ~~8.~~ Notice. Any notice required or permitted by the Development Agreement shall be given to Assignee at the address listed on the signature page below.

10. ~~9.~~ Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Assignee verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

11. ~~10.~~ Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Assignee represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

12. ~~11.~~ Verification Regarding Energy Company Boycotts. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the Assignee hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott energy companies. The term "boycott energy companies" as used in this paragraph has the meaning assigned to it in Section 809.001 of the Texas Government Code, as amended.

13. ~~12.~~ Verification Regarding Discrimination Against Firearm Entity or Trade Association. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the Assignee hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Assignee, any of its parent companies, and any of its common-control affiliates (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. The term "discriminate against a firearm entity or firearm trade association" as used in this

paragraph has the meaning assigned to it in Section 2274.001 of the Texas Government Code, as amended.

14. ~~13.~~ Contracting Information. As required by Subchapter J, Chapter 552, Government Code, Assignee agrees that it will:

- a. preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the County for the duration of this Agreement;
- b. promptly provide to the County any contracting information related to this Agreement that is in the custody or possession of Assignee on request of the County; and
- c. on completion of this Agreement, either:
 - i. provide at no cost to the County all contracting information related to this Agreement that is in the custody or possession of Assignee; or
 - ii. preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the County.

15. ~~14.~~ Multiple Counterparts. This Agreement may be signed in multiple counterparts, each of which may be signed separately by one or more of the undersigned but all of which shall constitute a single Agreement, which is effective as of the date first written above.

[EXECUTION PAGES FOLLOW]

This Agreement is executed by the undersigned to be effective as of the date first written above.

ASSIGNOR:

MAPLE WOODS DEVELOPMENT, LLC,
a Texas limited liability company

By: Maple Woods JV, LLC,
a Delaware limited liability company
its Manager

By: Maple Woods GP, LLC
a Delaware limited liability company
its Manger

By: Maple X, Inc.
a Texas corporation
its Manager

By: _____
Name: _____
Title: _____

ASSIGNEE:

RLS ~~ACQUISITIONS~~(MAPLE WOODS)

A Delaware limited liability company

By: _____
Name: _____
Title: _____

|
LLC,

CONSENT TO ASSIGNMENT:

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025,
by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County,
Texas, a political subdivision of the State of Texas.

Notary Public in and for the State of Texas

(NOTARY SEAL)

EXHIBIT "A"
DEVELOPMENT AGREEMENT

See attached.

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 3/16/2025 10:02:27 AM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: nd://4937-1449-0154/1/CLOSING - Assignment of Subdivision Development Agreement (Maple Woods to Brookfield) 1.docx	
Modified DMS: nd://4937-1449-0154/2/CLOSING - Assignment of Subdivision Development Agreement (Maple Woods to Brookfield) 1.docx	
Changes:	
Add	16
Delete	17
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33