

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of _____, 2023, by and between NICHOLS RD. PARTNERS, LLC, a California limited liability company ("Assignor"), and MERITAGE HOMES OF CALIFORNIA, INC., a California corporation (the "Assignee").

1. Assignment of Amended And Restated Funding Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's rights, title, interest and obligations pursuant to that certain Amended and Restated Funding Agreement related to Community Facilities District No. 2019-2 of the City of Lake Elsinore (Nichols Ranch) ("CFD") originally entered into between the City of Lake Elsinore, acting for and on behalf of itself and City of Lake Elsinore Community Facilities District No. 2019-2 and Nichols Rd. Partners, LLC, a California limited liability company, dated December 10, 2019 ("Funding Agreement"). Such assignment shall apply to all land within the CFD (the "Land"), which Land Assignee has acquired from Assignor. Assignor and Assignee agree that Assignee shall be deemed the Developer (as defined in the Funding Agreement) for all purposes set forth in the Funding Agreement including, but not be limited to, Assignee being reimbursed all Developer advances, and Assignee being authorized to execute and submit disbursement request forms and receive payment and/or reimbursements for all City Fees, City Improvements and Miscellaneous Improvements (each as defined in the Funding Agreement).

2. Assumption. Assignee assumes and agrees to pay and perform all the obligations of Assignor under the Funding Agreement to the extent arising after the date of this Assignment and relating to the Land.

3. Applicable Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

4. Binding. This Assignment and all its terms and provisions shall be binding upon and inure to the benefit of each of Assignor and Assignee and their successors and assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, each to be an original, but all of which shall constitute one instrument. and it shall be sufficient if any party hereto signs any such counterpart, so long as each of the parties hereto executes at least one such counterpart.

6. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the date hereof, as may be reasonably requested by the other party to consummate the assignment contemplated by this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

“ASSIGNOR”

NICHOLS RD. PARTNERS, LLC,
a California limited liability company

By: _____
Eric L. Werner, Member and Manager

By: _____
Patrick Broyles, Member and Manager

“ASSIGNEE”

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation

By: _____

Name: _____

Title: _____

CITY OF LAKE ELSINORE, a political
subdivision of the State of California

By: _____

Name: _____

Title: _____