

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 JCFA. 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 right, title and interest pursuant to that certain Joint Community Facilities Agreement dated as of April 9, 2020 by and among Elsinore Valley Municipal Water District, a municipal water district, City of Lake Elsinore, a municipal corporation, and Nichols Rd. Partners, LLC, a California limited liability company (the "JCFA"). This Assignment applies to all property within Community Facilities District No. 2019-2 of the City of Lake Elsinore (Nichols Ranch), which property is described in Exhibit "A" to the JCFA (the "Property").

2. Assumption. Assignee assumes and agrees to pay and perform all the obligations of Assignor under the JCFA to the extent arising after the date of this Assignment and relating to the Property. Assignor and Assignee agree that Assignee shall be deemed the Property Owner (as defined in the JCFA) for all purposes set forth in the JCFA including, but not be limited to, Assignee being authorized to execute and submit disbursement request forms and receive reimbursements for all Advances and payment of the Acquisition Price of all Acquisition Facilities (each as defined in the JCFA).

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 of 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: _____