

**ASSIGNMENT AND ASSUMPTION OF 2012 AGREEMENT
CONCERNING CREATION AND OPERATION OF
McKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY**

THIS ASSIGNMENT AND ASSUMPTION OF 2012 AGREEMENT CONCERNING CREATION AND OPERATION OF McKINNEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY (this "**Assignment**") is made to be effective as of _____, 2016 (the "**Effective Date**"), by and between **CH-B TRINITY FALLS, L.P.**, a Texas limited partnership ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS:

A. Assignor is the owner of certain land located in Collin County, Texas and more particularly described on Exhibit A hereto and made a part hereof (the "**Real Property**").

B. Assignor, the City of McKinney, Texas (the "**City**") and McKinney Municipal Utility District No. 1 of Collin County (the "**District**") have entered into that certain 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County (the "**Original Agreement**") dated as of December 4, 2012, with respect to a portion of the Real Property.

C. The Original Agreement has been amended pursuant to that certain First Amendment to 2012 Agreement Concerning Creation and Operation of McKinney Municipal Utility District No. 1 of Collin County dated as of _____, 2016, among the City, Assignor and the District (the Original Agreement, as so amended, is hereinafter called the "**Agreement**").

D. Assignor and Assignee have entered into that certain Purchase and Sale Agreement (as amended, the "**Purchase Agreement**") dated April 12, 2016, providing for, among other things, the conveyance of the Real Property and the Agreement from Assignor to Assignee.

AGREEMENTS:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest, if any, without warranty except as provided in the Purchase Agreement, in and to the Agreement.

2. This Assignment is given pursuant to the Purchase Agreement.

3. As set forth in Article 11 of the Purchase Agreement, which is hereby incorporated by reference as if herein set out in full and except as set forth herein, the property conveyed hereunder is conveyed by Assignor and accepted by Assignee **AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE**

AGREEMENT, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE TEXAS UNIFORM COMMERCIAL CODE.

4. Assignee hereby accepts the assignment of the Agreement and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations of the "Owner" thereunder. Additionally, but without limiting the generality of the foregoing. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising after the effective date of this Assignment.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

CH-B TRINITY FALLS, L.P., a Texas limited partnership

By: CH-B Trinity Falls GP, L.L.C., a Delaware limited liability company, its general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

The City hereby consents to this Assignment and agrees that from and after the Effective Date Assignor is released from its obligations under the Agreement.

ATTEST:

CITY OF MCKINNEY, TEXAS

By: _____
Name: _____
Title: City Secretary

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

The District hereby consents to this Assignment and agrees that from and after the Effective Date Assignor is released from its obligations under the Agreement.

**McKINNEY MUNICIPAL UTILITY
DISTRICT NO. 1 OF COLLIN COUNTY**

By: _____
Name: _____
Title: _____

EXHIBIT A
REAL PROPERTY