

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into by and between Columbus Realty Partners, Ltd., a Texas limited partnership ("Columbus") and Playful Building One, LLC, a Texas limited liability company ("Playful") to be effective on the ___ day of June, 2017.

Whereas, Columbus heretofore entered into that certain Master Development Agreement dated February 16, 2016, with the City of McKinney, Texas (the "City"), as amended (the "MDA") that contemplates the development by Columbus of a project within the property platted as the Downtown Mixed Use Addition in two (2) phases, Phase I consisting of infrastructure, residential/retail improvements and street parking spaces (the "Phase I Development") and the remainder dealing with the construction of a Class A office space with surface parking (the "Office Improvements"); and

Whereas, Columbus subsequently entered into that certain Agreement of Purchase and Sale dated May 3, 2016, with the City, as seller (the "Office PSA"), for the purchase of Lot 1, Block C of the Downtown Mixed Use Addition (the "Office Property") on which the Office Improvements under the MDA are required to be constructed; and

Whereas, the MDA provides for the payment to Columbus of (i) \$1,070,933.71 upon the purchase of the Office Property and (ii) a cash incentive up to the amount of \$250,000.00 upon the issuance of a temporary certificate of occupancy for the Office Improvements (such sums being collectively referred to as the "Office Incentive"); and

Whereas, Columbus is interested in assigning to Playful all of its rights and obligations under the MDA relating to the Office Improvements, including the Office Incentive, along with its right, title and interest in and to the Office PSA, subject to the terms and conditions set forth herein; and

Whereas, Playful is interested in receiving an assignment of the Office PSA and the rights of Columbus under the MDA relating to the Office, including the Office Incentive, in exchange for its assumption of the obligations of Columbus relating to the Office Improvements under the MDA.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Columbus and Playful agree as follows:

1. Defined Terms. Each term used herein as a defined term, but not otherwise defined herein, shall have the meaning assigned to such term in the MDA.
2. Assignment of Contract and Partial Assignment of the MDA. Subject to Playful obtaining the written consent of the City, upon ten (10) days written notice from Playful, but in no event later than July 14, 2017, (a) Columbus, Playful and the City will execute and deliver an assignment of the Contract (the "Office PSA Assignment") in the form attached hereto as **Exhibit A** and incorporated herein for all purposes, and Playful will contemporaneously pay to Columbus \$100,000.00 in readily available funds, and (b) Columbus, Playful and the City will contemporaneously execute and deliver a partial assignment and assumption of

obligations under the MDA in the form attached hereto as **Exhibit B** and incorporated herein for all purposes (the "Partial MDA Assignment").

3. Assistance with City Approvals. Acknowledging that each of the Office PSA Assignment and the Partial MDA Assignment will require the consent of the City, Columbus and Playful agree to work in good faith to obtain such consents. The execution of this Agreement by both parties may be construed as the request by both parties for the assignment of the Office PSA and the partial assignment of the MDA as required in the Office PSA Assignment and the Partial MDA Assignment, respectively. If Columbus and Playful, acting in good faith to obtain such consents, are unable to obtain such consents by June 30, 2017, this Agreement shall be null and void and of no further force or effect, and neither Columbus nor Playful shall have any further obligations hereunder.
4. Failure of Playful to Acquire Office Property or Commence Construction of Office Improvements. In the event Playful fails to purchase the Office Property on or before July 18, 2017, Playful will, at the request of Columbus, reassign the Office PSA to Columbus and reassign to Columbus its rights under the MDA with respect to the Office Improvements at no cost or expense to Columbus. In the event Playful acquires the Office Property but fails to commence construction of the Office Improvements, as required by the MDA, on or before December 1, 2017, for any reason other than Force Majeure, at the written request of Columbus, Playful will convey to Columbus title to the Office Property, together with all plans and specifications relating to such Office Improvements in Playful's possession and subject to Playful's control, and reassign to Columbus its rights under the MDA with respect to the Office Improvements at no cost or expense to Columbus. These obligations on the part of Playful may be enforced by Columbus through a suit for specific performance as its sole and absolute remedy.
5. Notices. Any notice to be provided hereunder by either party to the other must be in writing and be given or served (a) by depositing the same in the United States mail, postage prepaid, certified mail and addressed to the party to be notified as set forth below with return receipt requested or (b) by delivering the same to such party by overnight courier. Notice deposited in the mail in the manner hereinabove described shall be effective two (2) business days' from deposit; any other notice shall be effective upon receipt by the party to whom such notice is delivered. For purposes of this Agreement, the addresses of the parties shall, until changed, be as follows:

Columbus: Columbus Realty Partners, Ltd.
8343 Douglas, Suite 360
Dallas, TX 75225
Attn: Robert Shaw

Playful: Playful Building One, LLC
221B E. Louisiana Street
McKinney, TX 75069
Attn: Mr. Gage Galinder

6. Miscellaneous.

- a. This Agreement represents the complete understanding and agreement of the parties hereto relating to the subject matter hereof and may not be amended or modified except by a written document executed by both parties hereto.
- b. This Agreement shall be governed by the laws of the State of Texas and venue for all purposes hereunder shall lie in Collin County, Texas.
- c. For purposes of this Agreement, the term “force majeure” shall mean and include any event beyond the reasonable control of Playful.
- d. Time is of the essence in this Agreement.

Executed by the parties below to be effective on the date first written above.

**COLUMBUS REALTY PARTNERS, LTD.,
a Texas limited partnership**

By: Columbus G.P., LLC,
a Texas limited liability company,
General Partner

By: _____
Robert Shaw, President

**PLAYFUL BUILDING ONE, LLC,
a Texas limited liability company**

By: _____
Paul Bettner, President

EXHIBIT A

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT
FOR PURCHASE AND SALE**

This Assignment and Assumption of Agreement of Purchase and Sale, executed this _____ day of _____, 2017, by and between Columbus Realty Partners, Ltd., a Texas limited partnership ("Assignor") and Playful Building One, LLC, a Texas limited liability company ("Assignee");

WITNESSETH:

WHEREAS, Assignor is purchaser pursuant to that certain Agreement of Purchase and Sale dated May 3, 2016, with the City of McKinney, Texas, as seller, concerning Lot 1, Block C of the Downtown McKinney Mixed Use Addition (the "Contract"); and

WHEREAS, Assignor desires to assign the Contract to Assignee in consideration for Assignee's assumption of Assignor's obligations thereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee without warranty or recourse all of its right, title and interest in and to the Contract and Assignee agrees to assume the performance of all obligations to be performed by Assignor pursuant to the Contract.

WITNESS THE EXECUTION HEREOF on the date set out above.

ASSIGNOR:

**COLUMBUS REALTY PARTNERS, LTD.,
A Texas limited partnership**

By: Columbus G.P., LLC,
a Texas limited liability company,
its general partner

By: _____
Robert Shaw, President

ASSIGNEE:

**PLAYFUL BUILDING ONE, LLC,
a Texas limited liability company**

By: _____
Name: Paul Bettner
Its: President

SELLER CONSENT

The City of McKinney, Texas, a municipal corporation, as seller under the Contract, hereby consents to the foregoing Assignment and Assumption.

**THE CITY OF MCKINNEY, TEXAS,
a municipal corporation**

By: _____
Paul Grimes, City Manager

EXHIBIT B

**PARTIAL ASSIGNMENT OF RIGHTS AND
ASSUMPTION OF OBLIGATIONS UNDER
MASTER DEVELOPMENT AGREEMENT**

This Partial Assignment of Rights and Assumption of Obligations Under Master Development Agreement (this "Assignment"), executed this _____ day of _____, 2017, by and between Columbus Realty Partners, Ltd., a Texas limited partnership, ("Assignor") and Playful Building One, LLC, a Texas limited liability company ("Assignee");

WITNESSETH:

WHEREAS, Assignor is party to that certain Chapter 380 Economic Incentive and Master Development Agreement with the City of McKinney, Texas, a municipal corporation, dated February 16, 2016, as amended (the "MDA"); and

WHEREAS, the MDA contemplates the development by Assignor of a project in two phases, Phase 1 consisting of infrastructure, residential/retail improvements, and street parking spaces (the "Phase 1 Development") and the remainder dealing with construction of Class A office space with surface parking (the "Office Improvements"); and

WHEREAS, Assignor desires to assign to Assignee its rights under the MDA relating to the Office Improvements in return for Assignee's assumption of all obligations under the MDA relating to the Office Improvements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's rights relating to the Office Improvements pursuant to the MDA, including, but not limited to those arising pursuant to Sections 3.2.3, 3.2.4, and Article 4 of the MDA and its rights pursuant to Section 3.3 and Section 5.4 of the MDA, insofar as rights under Section 3.3 and Section 5.4 pertain to the Office Improvements.

Assignee hereby assumes all obligations of Assignor relating to the Office Improvements pursuant to the MDA, including but not limited to those arising pursuant to Article 4, Section 5.2 and Section 5.5 of the MDA.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first written above.

ASSIGNOR:

**COLUMBUS REALTY PARTNERS, LTD.,
a Texas limited partnership**

By: Columbus G.P., LLC,
a Texas limited liability company,
its general partner

By: _____
Robert Shaw, President

ASSIGNEE:

**PLAYFUL BUILDING ONE, LLC,
a Texas limited liability company**

By: _____
Name: Paul Bettner
Its: President

CONSENT

The City of McKinney, Texas, a municipal corporation ("City"), hereby consents to the foregoing Assignment and Assumption and releases Assignor from the obligations relating to the Office Improvements arising under the MDA assumed by Assignee hereunder, subject to the condition that in the event that Assignor shall default in any of its obligations pursuant to Article 2 of the MDA, neither Assignor nor Assignee shall be entitled to the Incentive Amount stated in Section 3.2.4 of the MDA or to any impact fee waiver pursuant to Section 3.3 of the MDA. The City releases Assignor and Downtown McKinney PT MFA, L.P., a Delaware limited partnership ("Phase I Owner") from all obligations relating to the Office Improvements pursuant to the MDA and agrees that in no event shall a default by Assignee pursuant to the MDA relating to the Office Improvements, constitute a default by Assignor or Phase I Owner pursuant to the MDA.

**THE CITY OF MCKINNEY, TEXAS,
a Municipal corporation**

By: _____
Paul Grimes, City Manager