

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of JUNE 23, 2021 (the “**Effective Date**”), between Plaza Street Partners, LLC, a Kansas Limited Liability Company (“**Assignor**”) and Plaza Street Fund 106 L.L.C, a Kansas Limited Liability Company (“**Assignee**”).

### Recitals

A. Assignor assigned its rights under that certain Real Estate Contract between Assignor and Leila May Peaslee Residuary Trust and Howard R. Peaslee (collectively, “**Peaslee**”) dated as of February 24, 2020 (as amended, the “**Contract**”) to Assignee.

B. On or about June 23, 2021 Assignee purchased the real property subject to the Contract and located in unincorporated Douglas County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated with this reference (the “**Property**”) from Peaslee.

C. In accordance with the Contract, Assignor processed certain annexation and zoning applications and related materials for the Property with the Town of Parker, a Colorado home rule municipality (the “**Town**”).

D. Accordingly, the Property is benefited and burdened by the terms and conditions set forth in the following documents: (i) that certain Petition for Annexation executed by Peaslee, and assigned to Assignor; (ii) that certain Lincoln Professional Park Annexation Map to the Town of Parker prepared by Harris Kocher Smith, March 19, 2021 at Project No. 200829; (iii) that certain Annexation Agreement by and between Peaslee, the Parker Water and Sanitation District and the Town, dated as if May 17, 2021, and assigned to Assignor; (iv) Town Ordinance No. 2.276, Series of 2021; (v) Town Ordinance No. 3.358, Series of 2021; and (vi) any other permits, documents, or approvals approved by the Town in connection with the zoning and annexation of the Property into the Town (collectively, the “**Annexation Documents**”).

E. Peaslee subsequently assigned its rights, interest, and obligations under the Annexation Documents to Assignor and Assignor assumed such rights, interest, and obligations.

F. Assignor now wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor’s rights, interest, and obligations under the Annexation Documents.

G. As evidenced by the Town’s Consent attached hereto and incorporated herein, the Town has agreed and consented to the assignment and assumption of all of the rights and obligations under the Annexation Documents relating to the Property as contemplated herein on the terms and conditions contained in the Consent.

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## Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals are incorporated herein by reference and are deemed part of this Agreement.

2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights under the Annexation Documents ("**Assigned Rights**").

3. Assignee accepts transfer of the Assigned Rights and assumes and agrees to be solely responsible for any and all of Assignor's obligations under the Annexation Documents (the "**Assumed Obligations**"). By assuming the Assumed Obligations, Assignee agrees that in all instances, it shall be responsible for performing the Assumed Obligations in accordance with and subject to the provisions, requirements, and standards required by the Annexation Documents. It is the intent of the parties that, from and after the Effective Date, Assignor be relieved of all obligations and liabilities of Assignor under the Annexation Documents

4. The laws of the State of Colorado shall govern the validity, performances and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, the venue of such suit or action shall be in Douglas County, Colorado.

5. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. This Agreement may not be amended absent a written agreement between the Assignor and Assignee and subject to all required approvals by the Town. No further assignment of the Annexation Documents or any rights or obligations thereof shall be permitted without the prior approval of the Town.

7. If there is any litigation between Assignor and Assignee as to the interpretation or enforceability of the provisions of this Agreement, the substantially prevailing party in such litigation shall be awarded of all costs incurred by the successful party in connection with such litigation, including reasonable attorneys' fees.

8. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and shall run with the Land.

9. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado.

*[The remainder of this page has been left blank intentionally.]*

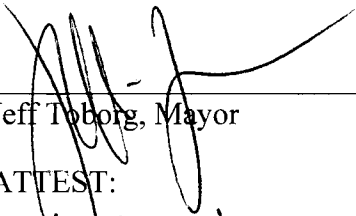


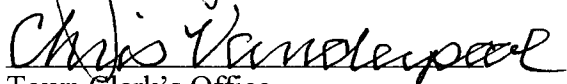


**TOWN OF PARKER CONSENT**

By its signature, below, the Town of Parker consents to the assignment by Plaza Street Partners, LLC, a Kansas Limited Liability Company, as Assignor, of the Assigned Rights to Plaza Street Fund 106 LLC, a Kansas Limited Liability Company, and the assumption by Plaza Street Fund 106 LLC, a Kansas Limited Liability Company, as Assignee, of the Assumed Obligations, as defined in the foregoing Assignment and Assumption Agreement. The Town of Parker agrees that Assignor shall be relieved of and released from any further obligations with respect to the Assumed Obligations. This Consent shall not be construed as a consent to any further transfer or assignment of any obligations under or interest in the Annexation Documents, and any such transfer or assignment shall require the Town's prior written consent in each instance. This Consent shall not be construed as a representation or warranty of any kind of the compliance of Assignor or Assignee with the terms and conditions of the Annexation Documents nor a waiver of any of the Town's rights or remedies thereunder, except as expressly provided herein.

**TOWN OF PARKER**

  
\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:  
  
\_\_\_\_\_  
Town Clerk's Office

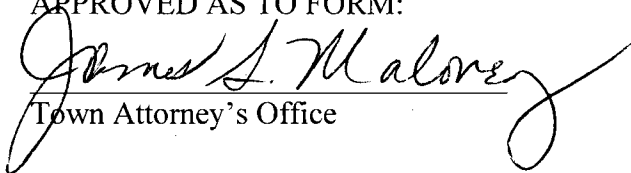
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Town Attorney's Office

EXHIBIT A

The Property

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 83°44'03" EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°29'00" EAST, A DISTANCE OF 371.25 FEET;

THENCE SOUTH 02°18'01" EAST, A DISTANCE OF 467.18 FEET TO A POINT ON THE NORTH LINE OF LOT 1, E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

THENCE SOUTH 84°51'34" WEST ALONG SAID NORTH LINE, A DISTANCE OF 395.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 25.79 FEET, SAID CURVE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 02°14'19", AND A CHORD WHICH BEARS NORTH 02°20'42" WEST A CHORD DISTANCE OF 25.79 FEET;
- 2) NORTH 01°13'32" WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 03°19'57", AND A CHORD WHICH BEARS NORTH 02°53'30" WEST A CHORD DISTANCE OF 43.03 FEET;
- 4) NORTH 04°33'29" WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°01'51", AND A CHORD WHICH BEARS NORTH 42°27'27" EAST A CHORD DISTANCE OF 43.89 FEET;
- 6) NORTH 04°33'21" WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 190,643 SQUARE FEET OR 4.38 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 89°29'00" WEST.