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ASSIGNMENT, ASSUMPTION AND THIRD AMENDMENT OF AGREEMENT

This Assignment, Assumption and Third Amendment of Agreement (the "Assignment Agreement") is made and entered into as of the ~~1st~~ 1st day of July, 2026 by and among VINEYARD II LLC, a Delaware limited liability company f/k/a IP VINEYARD LLC ("Assignor"), VINEYARD METROPOLITAN DISTRICT, a quasi-municipal corporation organized and existing in accordance with Title 32, Article 1, C.R.S. (the "District"), ERCOR Janitell Road, LLC, a Delaware limited liability company ("Assignee"), and the COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") (the Authority, the District, Assignor, and Assignee are also referred to herein collectively as the "Parties" or individually as a "Party").

RECITALS

WHEREAS, the Authority, Assignor (as assignee of Vineyard LLC) and the District are parties to that certain Vineyard Redevelopment and Reimbursement Agreement dated as of September 5, 2012 (as amended, the "Agreement"), as amended by a First Amendment to Vineyard Redevelopment and Reimbursement Agreement dated as of June 23, 2020 and a Second Amendment to Vineyard Redevelopment and Reimbursement Agreement dated as of September 23, 2021 (the "Second Amendment"), which Agreement describes the rights and obligations of the parties thereto with regard to the development and redevelopment of a portion of the property subject to the Urban Renewal Plan (as defined in the Agreement);

WHEREAS, Assignor, Vineyard LLC and Assignee, as assignee of Prime Stone X, LLC, an Indiana limited liability company, are parties to a Purchase Agreement (as amended, the "PSA") whereby Assignor and Vineyard LLC would sell, and Assignee would purchase, all of the real property owned by such selling entities within the Urban Renewal Plan, which consists of the Real Estate (as such term is defined in the PSA);

WHEREAS, in furtherance of the purposes of the Agreement, the Authority entered into (i) a Loan Agreement with Zions Bancorporation, N.A. dba Vectra Bank Colorado ("Lender") dated as of June 23, 2020, as amended by a First Amendment to Loan Agreement dated as of April 27, 2021 and a Second Amendment to Loan Agreement dated as of September 23, 2021 (as amended, the "Loan Agreement"), (ii) a Custodial Agreement with Zions Bancorporation, National Association ("Custodian") dated as of June 23, 2020, as amended by a First Amendment to Custodial Agreement dated as of April 27, 2021 and a Second Amendment to Custodial Agreement dated as of September 23, 2021 (as amended, the "Custodial Agreement"), and (iii) a 2020 Tax Exempt Note dated June 23, 2020 in the maximum principal amount of \$15,000,000 (the "Promissory Note," and together with the Loan Agreement, the Custodial Agreement and the documents and instruments executed and delivered in connection therewith, the "Loan Documents");

WHEREAS, the Loan (as defined in the Loan Agreement) benefits the Assignor and results in accelerated reimbursement of Assignor for the Eligible Costs under the Agreement, and, in connection with the Loan and the Loan Documents, Assignor agreed to subordinate its interest in the TIF Revenue and the Reimbursement Obligation to the terms and conditions of the Loan Documents;

WHEREAS, the Agreement provides that no rights or obligations of Assignor under the Agreement may be assigned or transferred without the prior written consent of the other parties to the Agreement, and as a condition to approval Assignee shall assume all of the obligations of Assignor and agree to be subject to the conditions and restrictions to which Assignor is subject;

WHEREAS, the Authority has determined that the assignment of rights and assumption of obligations as provided in this Assignment Agreement and approval by the Authority will result in accelerated development and redevelopment of the Property; and

WHEREAS, Assignor and Assignee have agreed to assign and assume, respectively, the rights and obligations of the Agreement and the Authority has approved such assignment, all on the terms and conditions stated herein;

AGREEMENT

In consideration of the premises and the mutual obligations of the Parties and other good and valuable consideration, the Parties agree as follows.

1. Recitals. The Recitals to this Assignment Agreement are incorporated herein by this reference as though fully set forth in the body of this Assignment Agreement.

2. Definitions. Unless as otherwise stated herein, all capitalized terms shall have the meaning set forth in the Agreement.

3. Assignment of Rights and Assumption of Obligations. Subject to the terms and conditions of this Assignment Agreement, effective upon the closing of the transactions described in the PSA, Assignor hereby assigns to Assignee all of its right, title and interest to the Agreement and any and all rights to receive any and all TIF Revenue attributed to and collected from the Property, subject to the prior interests of the Lender and the Custodian under the Loan Documents. Assignee hereby accepts the Agreement and assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Agreement whether accruing or arising before, on or after the date hereof. From and after the date of this Assignment Agreement, Assignee (a) will be a party to the Agreement and will have the rights and obligations as the Developer thereunder and (b) will be bound by all of the provisions of the Agreement applicable to the Developer thereunder.

4. Approval by the Authority. Subject to the terms and conditions of this Assignment Agreement, the Authority consents, approves, ratifies, and confirms the assignment set forth in Section 3 of this Assignment Agreement and the transfer of the Real Estate (as defined in the PSA) to Assignee. To the extent required, the District also consents to the assignment.

5. Schedule of Performance. Notwithstanding the provisions of paragraph 3 above, Assignee shall have no right to receive TIF Revenue unless and until Assignee submits to the Authority a proposed Development and Financing Plan in accordance with the terms of the Agreement. Without limiting any provision of the Agreement, the Development and Financing Plan will describe the Eligible Public Improvements and anticipated Eligible Costs, as well as a Schedule of Performance describing anticipated Commencement of Construction and Completion of Construction, together with such other information as the Authority may reasonably request.

6. PILOT Covenant. Prior to this Assignment Agreement, Assignor, Vineyard LLC and the District, with consent of the Authority, have entered into an Amended and Restated Declaration of Covenants dated as of December 23, 2021 and recorded in the real estate records of El Paso County, Colorado on January 11, 2022 at Reception No. 222005382 (the "Amended and Restated PILOT") to provide for, among other things, termination of the PILOT Covenant at such time as the second completed building is included in the assessed value of the Property, adding a minimum of \$1,372,892.99 of incremental assessed value, as described in the Second Amendment. The Parties acknowledge and agree that the Amended and Restated PILOT shall hereafter constitute the "PILOT Covenant" as defined in the Agreement.

7. Review Fee. Contemporaneously with the execution of this Assignment Agreement, Assignee will pay to the Authority a review fee in the amount of \$10,000.

8. Authorization. Each Party represents and warrants that the persons executing this Assignment Agreement on behalf of such Party respectively are duly authorized to bind such Party to this Assignment Agreement and the terms, conditions, and covenants herein contained.

9. Effect of Assignment. Except as specifically modified by this Assignment Agreement, the Agreement shall remain in full force and effect and fully binding on the Parties. Nothing herein shall be deemed to release Assignor or its principal from any obligations under the Agreement.

10. Binding Effect. This Assignment Agreement shall be binding on the Parties and inure to the benefit of the Parties and their respective permitted successors and assigns.

11. Further Assurances. The Parties agree to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment Agreement.

12. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission or by electronic transmission in Adobe Acrobat format shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes.

13. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to its conflict of laws provisions.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment Agreement effective as of the day and year first above written.

Assignor:

VINEYARD II LLC, a Delaware limited liability company

By:

Name:

Its:


Vincent Colarelli
Manager

Assignee:

ERCOR Janitell Road, LLC, a Delaware limited liability company

By:

Name:

Its:

District:

VINEYARD
DISTRICT

METROPOLITAN

COLORADO

SPRINGS

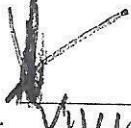
URBAN

RENEWAL AUTHORITY

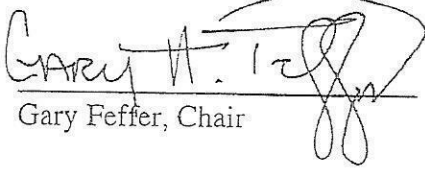
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Name:

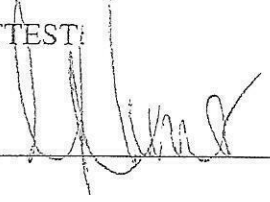
Its:


Vincent Colarelli
Member Manager

By:


Gary Feffer, Chair

ATTEST:



ATTEST:



IN WITNESS WHEREOF, the Parties have duly executed this Assignment Agreement effective as of the day and year first above written.

Assignor:

Assignee:

VINEYARD II LLC, a Delaware limited liability company

ERCOR Janitell Road, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

By:  _____
Name: Ryan M. Albano
Its: Authorized Signatory

District:

Authority:

VINEYARD
DISTRICT

METROPOLITAN

COLORADO SPRINGS
RENEWAL AUTHORITY

URBAN

By: _____
Name: _____
Its: _____

By: _____
Gary Feffer, Chair

ATTEST:

ATTEST:
