

RESOLUTION NO. 08-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, CONSENTING TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT BY 42 ALCOTT, LP, A TEXAS LIMITED LIABILITY PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, 42 C 2021, LLC, A TEXAS LIMITED LIABILITY COMPANY (“ASSIGNOR”), TO ALTO ALCOTT STATION, LP, A DELAWARE LIMITED PARTNERSHIP (“ASSIGNEE”), OF ASSIGNOR’S INTEREST IN THAT CERTAIN TIRZ #14 REIMBURSEMENT AGREEMENT AND CITY CHAPTER 380 INCENTIVE PERFORMANCE AGREEMENT DATED EFFECTIVE DECEMBER 6, 2021, AND A FIRST AMENDMENT TO TIRZ NO. 14 REIMBURSEMENT AGREEMENT AND ECONOMIC DEVELOPMENT PROGRAM CHAPTER 380 AGREEMENT (“FIRST AMENDMENT”) DATED EFFECTIVE JANUARY 21, 2025, FOR THE DEVELOPMENT OF 3300 AND 3301 EAST GLEN BOULEVARD, MESQUITE, TEXAS, AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE ASSIGNMENT AND ASSUMPTION AGREEMENT AND ADMINISTER IT ON BEHALF OF THE CITY.

WHEREAS, on or about and effective on December 6, 2021, the City of Mesquite, Texas (the “**City**”), entered into that certain TIRZ No. 14 Reimbursement Agreement and an Economic Development Program Chapter 380 Agreement by and between the City, the Board of Directors of Reinvestment Zone Number 14, City of Mesquite, Texas (Alcott Station) (“**Board**”), and 42 Alcott, LP, a Texas limited liability partnership, acting by and through its general partner, 42 C 2021, LLC, a Texas limited liability company (“**Assignor**”) (the “**Original Agreement**”); and

WHEREAS, on or about January 21, 2025, the City, Board, and Assignor entered into that certain First Amendment to TIRZ No. 14 Reimbursement Agreement and Economic Development Program Chapter 380 Agreement (“**First Amendment**”); and

WHEREAS, the Original Agreement and the First Amendment are collectively referenced herein as the “**TIRZ Reimbursement and 380 Agreement**”; and

WHEREAS, Assignor desires to enter into an Assignment and Assumption Agreement with Alto Alcott Station, LP, a Delaware limited partnership (“**Assignee**”), substantially in the form attached hereto as Exhibit A and incorporated herein by reference (the “**Assignment**”), under which Assignor will assign to Assignee, and Assignee will assume from Assignor, all of Assignors’ rights, duties, and obligations, and liabilities to timely keep and perform all terms, provisions, agreements, covenants, conditions, and obligations of Assignor under the terms of the TIRZ Reimbursement and 380 Agreement; and

WHEREAS, the TIRZ Reimbursement and 380 Agreement requires the consent of the City and Board to any assignment of the TIRZ Reimbursement and 380 Agreement by Assignor and Assignor has requested that the City and Board consent to the Assignment to the Assignee; and

Eco Dev / Consenting to the Assignment by 42 Alcott, LP to Alto Alcott Station, LP

March 16, 2026

Page 2 of 2

WHEREAS, pursuant to the terms of the Assignment, the Board met on March 16, 2026, and granted its conditional consent by the Board to the Assignment; and

WHEREAS, pursuant to the terms of the Assignment, the City is willing to grant its consent to the Assignment conditioned on (a) Assignor paying to the City, at, on or before the closing of the sale of the subject property to the Assignee, the complete amount owed to the City by Assignor according to the Promissory Note and Loan Agreement provided in accordance with the TIRZ Reimbursement and 380 Agreement, (b) the Assignee closing on its purchase of the subject property, (c) Assignor providing to the City a recorded deed conveying title of the subject property to the Assignee, and (d) a fully executed copy of the Assignment being provided to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the statements, facts, findings, and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this Resolution and adopted as part of this Resolution for all purposes.

SECTION 2. The City Council finds and determines that the conditional consent by the City to the Assignment, and in accordance with the terms of the Assignment, is in the best interest of the City and its citizens.

SECTION 3. The City Council hereby authorizes the City Manager to finalize and execute the Assignment substantially in the form attached hereto as Exhibit A for the purpose of evidencing the City's conditional consent to the Assignment in accordance with the terms of the Assignment, to execute such other documents as necessary to facilitate performance of the Assignment and to administer the Assignment on behalf of the City.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of March 2026.

Signed by:
Kenny Green
B742D2DF3C3F43C...

Kenny Green
Mayor Pro Tem

APPROVED AS TO LEGAL FORM:
Sonja Land
C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:
David L. Paschall
666E18891208434...

David L. Paschall
City Attorney

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

42 ALCOTT, LP, as Assignor

to

ALTO ALCOTT STATION, LP, as Assignee

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

42 ALCOTT, LP, as Assignor

to

ALTO ALCOTT STATION, LP, as Assignee

ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated: As of [____], 2026

Location 3300 & 3001 East Glen Blvd., Mesquite, Texas
75181

County: Dallas

PREPARED FOR OR BY AND UPON
RECORDATION RETURN TO:

Carrington, Coleman, Sloman & Blumenthal, LLP
Attn: David A. Heidenreich
901 Main Street, Suite 5500
Dallas, Texas 85202

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”) is made and entered into as of this ___ day of _____, 2026 (“**Effective Date**”) by and between 42 Alcott, LP, a Texas limited partnership, acting by and through its general partner, 42 C 2021, LLC, a Texas limited liability company (“**Assignor**”), and Alto Alcott Station, LP, a Delaware limited partnership (“**Assignee**”). Assignor and Assignee are collectively referenced herein as the “**Parties**” and sometimes individually referred to as a “**Party**.”

RECITALS

WHEREAS, , Assignor entered into that certain TIRZ #14 Reimbursement Agreement and City Chapter 380 Incentive Performance Agreement by and between the City of Mesquite, Texas (“**City**”), Board of Directors of Reinvestment Zone Number 14, City of Mesquite, Texas (Alcott Station) (“**Board**”) and Assignor, with an Effective Date of December 6, 2021 and executed by the City, Board, and Assignor on or about February 2, 2022 (the “**Original Agreement**”); and

WHEREAS, on or about January 21, 2025, the City, Board and Assignor entered into that certain First Amendment to TIRZ No. 14 Reimbursement Agreement and Economic Development Program Chapter 380 Agreement (“**First Amendment**”); and

WHEREAS, the Original Agreement and First Amendment are collectively referenced herein as the “**TIRZ Reimbursement and 380 Agreement**”; and

WHEREAS, in accordance with the terms of the TIRZ Reimbursement and 380 Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s rights, duties, obligations and liabilities to timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations of Assignor under the terms of the TIRZ Reimbursement and 380 Agreement from and after the Effective Date (collectively, the “**TIRZ Reimbursement and 380 Agreement Obligations**”);

WHEREAS, the City and Board are willing to grant their prior written and conditional consent to Assignor’s assignment of the TIRZ Reimbursement and 380 Agreement to Assignee as provided in this Agreement, in accordance with Section 6.1 of the TIRZ Reimbursement and 380 Agreement; and

WHEREAS, this Agreement shall constitute the notice of assignment to the City and the delivery of a copy of the assignment both as required in accordance with Section 6.11 of the TIRZ Reimbursement and 380 Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions/Recitals Incorporated. Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings ascribed to such terms in the TIRZ

Reimbursement and 380 Agreement. The recitals set forth hereinabove in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. Assignment. Assignor hereby transfers, assigns and sets over to Assignee, its permitted successors and assigns, all of Assignor's right, title, and interest in, to and under the TIRZ Reimbursement and 380 Agreement ("**Assignment**"), it being acknowledged and agreed by Assignor that from and after the Effective Date, and satisfaction of all conditions enumerated in Section 6 of this Agreement, Assignor shall have no rights or interest with respect to the TIRZ Reimbursement and 380 Agreement. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, this Agreement shall be null and void and of no force or effect if the closing of the purchase and sale of the Property (hereinafter defined) pursuant to the Sale Contract (hereinafter defined) does not close.

3. Assumption. Assignee hereby accepts the Assignment and assumes and agrees to be bound by and timely keep and perform the Assignor's TIRZ Reimbursement and 380 Agreement Obligations arising from and after the Effective Date of this Agreement.

4. INDEMNITY. ASSIGNOR HEREBY INDEMNIFIES AND HOLDS HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COSTS AND DISBURSEMENTS AND COSTS INCURRED IN CONNECTION WITH THE ENFORCEMENT OF THE FOREGOING INDEMNIFICATION OBLIGATION) ARISING OUT OF THE TIRZ REIMBURSEMENT AND 380 AGREEMENT PRIOR TO THE EFFECTIVE DATE. ASSIGNEE HEREBY INDEMNIFIES AND HOLDS HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COSTS AND DISBURSEMENTS AND COSTS INCURRED IN CONNECTION WITH THE ENFORCEMENT OF THE FOREGOING INDEMNIFICATION OBLIGATION) ARISING OUT OF THE TIRZ REIMBURSEMENT AND 380 AGREEMENT FROM AND AFTER THE EFFECTIVE DATE.

5. Representations. Assignor represents and warrants to Assignee that Assignor has not been notified of any defaults by Assignor under the TIRZ Reimbursement and 380 Agreement. Each Party hereby represents that it is duly formed, validly existing and in good standing under the laws of the state of its respective formation and that it is duly authorized to transact business in the State of Texas. Each Party represents that it has the full power and authority to enter into and fulfill its obligations under this Agreement and that the person signing this Agreement on behalf of the Party has the authority to sign this Agreement on behalf of the Party.

6. The Conditional Consent of the City and Board.

A. Subject to the terms provided in this Agreement, the City and Board, each by its execution below, hereby expressly and conditionally consents to the assignment of the TIRZ Reimbursement and 380 Agreement, including, without limitation, all rights and obligations thereunder, by Assignor to Assignee, and the assumption by Assignee of Assignor's interest in the TIRZ Reimbursement and 380 Agreement Obligations, as set

forth in this Agreement, which consent is subject to the provisions of this Section 6 and the effectiveness of which is conditioned upon the timely and complete performance and satisfaction of each and every of the following conditions precedent:

- (i) At, on or before the closing of the Contract of Sale between 42 BP, LP, a Texas limited partnership, SBLFT/OF 2016, Ltd., a Texas limited partnership, 7305, Ltd., a Texas limited partnership, Wintergreen/HS Partners, LTD, a Texas limited partnership (collectively, as the “**Seller**”) and Assignee (as successor-by-assignment to Alto Acquisitions, LLC, a Delaware limited liability company) (as amended, the “**Sale Contract**”), Assignor shall cause to be paid to City in good and sufficient funds satisfactory to City the full and complete amount, including all principal, interest and any fees and penalties, owed by Assignor to City according to that certain Promissory Note and Loan Agreement between Assignor and City, both dated effective March 23, 2022;
- (ii) The Seller and Assignee shall close on the Sale Contract for the sale of the property that is the subject of the TIRZ Reimbursement and 380 Agreement (the “**Property**”);
- (iii) On or before May 15, 2026, Assignor shall provide to City a copy of the recorded deed conveying title of the Property to Assignee; and
- (iv) Notwithstanding Section 8 of this Agreement, an original of this Agreement fully executed by the Parties shall be provided to the City on or before May 15, 2026.

B. In the event the foregoing conditions precedent are not timely and completely satisfied, the Conditional Consent of the City and Board is void and of no effect whatsoever. The Release provided in Section 7 of this Agreement, however, will remain in full force and effect in this event.

C. This Conditional Consent of the City and Board applies only to the specific transaction set forth in this Agreement and does not constitute a waiver of the necessity for such consent to any subsequent assignment of the TIRZ Reimbursement and 380 Agreement.

D. This Conditional Consent of the City and Board does not consent to any terms in contravention of any provision of the TIRZ Reimbursement and 380 Agreement and does not in any manner constitute an amendment to the TIRZ Reimbursement and 380 Agreement.

E. Notwithstanding any other provision in this Agreement, this Conditional Consent of the City and Board does not release Assignor from any liability that resulted from an act or omission of Assignor that occurred prior to the Effective Date of this Agreement. Further notwithstanding any other provision in this Agreement, it is

understood and acknowledged that Assignor has timely completed the Drainage Improvements, and the City has accepted the Drainage Improvements.

F. The Conditional Consent of the City and Board does not in any manner constitute a representation or warranty of any kind with respect to the TIRZ Reimbursement and 380 Agreement or any matter relating to such agreements.

7. Assignor's Unilateral and Global Release of the City and Board and Indemnification Agreement. In exchange for the agreement of the City and Board to provide the foregoing Conditional Consent and \$10.00, which Assignor acknowledges as good and valuable consideration for this unilateral and global release and indemnification agreement even in the event the Conditional Consent should become void and of no effect whatsoever as a result of the failure of any one or more of the conditions precedent to the effectiveness of the Conditional Consent, Assignor does hereby forever release, acquit and discharge the City and Board, their past, present and future officers, councilmembers, board members, employees, sureties, insurers, reinsurers, underwriters, risk pools (including the Texas Municipal League Intergovernmental Risk Pool), agents, successors, assigns, personal representatives, attorneys and other representatives (collectively the "**Released Parties**"), from the beginning of the world to the Effective Date of this Agreement, from any and all claims, demands, causes of action and damages of whatever kind or character, including but not limited to those arising directly or indirectly under the TIRZ Reimbursement and 380 Agreement including all conduct thereunder, whether statutory, contractual or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, which Assignor now has or had in the past. Assignor represents and warrants that as of the Effective Date of this Agreement that Assignor has not assigned any such claims. **ASSIGNOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES AGAINST THE FULL AMOUNT OF ANY LIABILITY, LOSS, CLAIM, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS' FEES INCURRED AND ANY JUDGMENT REQUIRED TO BE PAID) IN CONNECTION WITH ANY CLAIM OR DEMAND MADE AGAINST A RELEASED PARTY WHICH CLAIM OR DEMAND ARISES OUT OF THE CLAIMS RELEASED HEREIN BY ASSIGNOR.** This release is global in nature and not limited by any of the foregoing, and extends to and includes any and all matters and causes of action regardless of any legal theory that may be asserted including but not limited to breach of contract, implied covenants, negligence, misrepresentation, specific performance or other contractual or equitable remedy, or violation of any local, state or federal statute, rule or regulation, and all types of damages including but not limited to loss of income or profits, property damages, consequential and punitive damages, and attorneys' fees, whether or not they have fully matured or are appreciated at this time. Assignor represents and warrants that Assignor grants this unilateral and global release and indemnity agreement upon the freewill and judgment of the authorized persons signing on behalf of Assignor and such persons state by signing this Agreement that neither such persons, nor anyone else acting for or on behalf of Assignor, were induced to grant this unilateral and global release by any statement, act or representation of any kind or character on the part of the Released Parties.

8. Miscellaneous. This Agreement: (i) may be executed in multiple counterparts (whether original, facsimile, portable document format or otherwise), all of which taken together constitute one and the same instrument; (ii) may not be canceled, modified or amended except by written instrument executed by all Parties hereto and upon the written consent of the City and

Board, which consent shall be at the sole and absolute discretion of the City and Board; (iii) contains the entire agreement between the Parties hereto and is entered into after full investigation, with neither Party relying upon any statement or representation made by another, including the City and Board, not contained in this Agreement; and (iv) shall apply to and bind the permitted successors and assigns of Assignee and Assignor. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, if any part or all of Section 7 of this Agreement is determined to be invalid or unenforceable, then the remainder and all of this Agreement shall be invalid and unenforceable.

9. Assignee Notice Address. The notice address for Assignee for purposes of Section 6.5 of the TIRZ Reimbursement and 380 Agreement is as follows:

Alto Alcott Station, LP
Attn: Iman Haddad, Director and Head of Development
1845 Woodall Rodgers Freeway, Suite 1155
Dallas, Texas 75201

With a copy to:
Carrington, Coleman, Sloman & Blumenthal, LLP
Attn: David A. Heidenreich
901 Main Street, Suite 5500
Dallas, Texas 85202

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR:

42 Alcott, LP, a Texas limited partnership

By 42 C 2021, LLC, a Texas limited liability company, its General Partner

By: _____

Name: Scott Rohrman

Title: Manager

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2026, by Scott Rohrman, as the Manager of the 42 C 2021 LLC, General Partner of 42 Alcott, LP, on behalf of said limited partnership.

NOTARY PUBLIC, State of Texas

Execution hereof on behalf of the City of Mesquite, Texas is for purposes of the City's Conditional Consent only. By its execution, the City does not affirm any representation made in the Assignment by the Parties.

CITY:

CITY OF MESQUITE

By: _____

Name: Cliff Keheley

Title: City Manager

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was ACKNOWLEDGED before me on _____, 2026, by Cliff Keheley, in his/her capacity as City Manager of the CITY OF MESQUITE, on behalf of said City.

NOTARY PUBLIC, State of Texas

Execution hereof on behalf of the Board of Directors of Reinvestment Zone No. 14, City of Mesquite, Texas (Alcott Station) is for purposes of the Board’s Conditional Consent only. By its execution, the Board does not affirm any representation made in the Assignment by the Parties.

BOARD:

Board of Directors of Reinvestment Zone No. 14,
City of Mesquite, Texas (Alcott Station)

By: _____
Name: Daniel Alemán, Jr.
Title: Chairman

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2026, by Daniel Alemán, Jr., Reinvestment Zone Number 14, City of Mesquite, Texas (Alcott Station) Board Chairman, on behalf of said Board.

NOTARY PUBLIC, State of Texas