

### ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION (the "Assignment") dated as of December 27, 2019 is between Daybreak Recovery Acquisition LLC, a Delaware limited liability company ("Assignor"), and Richmond American Homes of Colorado, Inc., a Delaware corporation ("Assignee").

A. Assignor owns certain real property more particularly described in Exhibit "A" attached hereto (the "Property").

B. Assignor and Assignee, entered into a Purchase and Sale Agreement dated as of November 26, 2019 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell, among other things, the Property to Assignee on the terms and conditions contained therein.

C. Assignor desires to assign to Assignee its right, title and interest, if any, in the Other Property Rights and the Construction Drawings, in each case as defined in the Purchase Agreement and to the extent applicable to the Property, and the Final Filing 4D Plat (as defined in the Purchase Agreement), to the extent the same are assignable, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

ACCORDINGLY, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest, if any, in and to the following, from and after the date hereof, to the extent the same are assignable:

- (a) the Other Property Rights, to the extent applicable to the Property;
- (b) the Final Filing 4D Plat; and
- (c) the Construction Drawings, to the extent applicable to the Property.

For the avoidance of doubt, the foregoing assignment and assumption shall not include the Excluded Property (as defined in the Purchase Agreement)

2. Assignee hereby accepts the foregoing assignment by Assignor and assumes all of the Assignor's obligations under the Other Property Rights first arising after the date hereof.

3. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the sole prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed and construed in accordance with the laws of the State of Colorado.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties may execute this Assignment and deliver executed copies hereof via facsimile and email. Such facsimile and email copies hereof shall be enforceable as original instruments

7. Assignee hereby expressly acknowledges and affirms the provisions of Sections 2.6, 6.2, 7.6-7.10 of the Purchase Agreement.

**[Signature Page Follows]**

Assignor and Assignee have executed this Assignment the day and year first above written.

**ASSIGNOR:**

Daybreak Recovery Acquisition LLC,  
a Delaware limited liability company

By:   
Name: Jonathan Shumaker  
Title: Authorized Signatory

**ASSIGNEE:**

Richmond American Homes of Colorado, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignor and Assignee have executed this Assignment the day and year first above written.


**ASSIGNOR:**

Daybreak Recovery Acquisition LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

Richmond American Homes of Colorado, Inc.,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Matt Hengel  
Title: SVP

**EXHIBIT "A"**

**Description of Real Property**

Lots 1-11, inclusive, Block 1  
Lots 1-11, inclusive, Block 2  
Lots 1-14, inclusive, Block 3  
Lots 1-20, inclusive, Block 4  
Lots 1-23, inclusive, Block 5  
Lots 1-11, inclusive, Block 6  
Lots 1-14, inclusive, Block 7  
Lots 1-6, inclusive, Block 8  
Lots 1-14, inclusive, Block 9  
Lots 1-7, inclusive, Block 10  
Colliers Hill Filing No. 4D, County of Weld, State of Colorado.