

**PARTIAL ASSIGNMENT AND ASSUMPTION OF  
RESERVATION OF WASTEWATER CAPACITY AGREEMENT**

This Partial Assignment and Assumption of that certain Reservation of Wastewater Capacity Agreement effective as of August 2, 2021 (the “Reservation Agreement”) is made and entered by and between Pearl Street Partners, LLC and Parsons Valley Property, LLC (collectively, “Assignors”) and Beazer Homes, LLC or nominee (“Assignee”) (the “Assignment and Assumption Agreement”). The Town of Thompson’s Station, Tennessee (the “Town”), is a party to the Reservation Agreement and expressly joins this Assignment and Assumption Agreement for purposes of consenting to this Assignment and Assumption Agreement, pursuant to Section 17 of the Reservation Agreement. The effective date of this Assignment and Assumption Agreement shall be the last date of execution by the parties to this Assignment and Assumption Agreement.

**W I T N E S S E T H:**

WHEREAS Assignors and the Town entered into the Reservation Agreement effective as of August 2, 2021(See the Reservation Agreement attached as Exhibit No. 1 and incorporated verbatim herein by reference);

WHEREAS, on August 4, 2022, Assignors gave the Town notice that it was anticipated that all or a portion of the rights related to the Project Site would be transferred to Assignee, pursuant to Section 17 of the Reservation Agreement;

WHEREAS, Assignee seeks to develop the lots contained in Phases 1-2 of the total Phases of six (6) of the Project Site (consisting of 58 single-family lots and 95 townhome lots) (see attached Parsons Valley Preliminary Plat attached as Exhibit No. 2 and incorporated verbatim herein by reference), all pursuant to the Reservation Agreement;

WHEREAS the Town was requested to provided written consent to the proposed transfer(s) of the right to develop all or a portion of the Project Site to Assignee, pursuant to Section 17 of the Reservation Agreement; and

WHEREAS Assignors, Assignee, and the Town wish to memorialize the assignment to Assignee of the right to develop the lots contained in Phases 1-2 of the total Phases of six (6)of the Project Site (consisting of 58 single-family lots and 95 townhome lots or 38,250 GPD), all pursuant to the Reservation Agreement, and to Assignee’s assumption of those obligations under the Reservation Agreement, pursuant to Section 17(a) of the Reservation Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignors, Assignee and the Town agree as follows:

1. Assignors hereby assign to Assignee, and Assignee hereby accepts, any and all right, title, and interest in and to that certain wastewater capacity necessary to develop and serve the lots contained in Phases 1-2 of the total Phases of six (6) of the Project Site (consisting of 58

single-family lots and 95 townhome lots or 38,250 GPD), all pursuant to the Reservation Agreement.

2. Assignee hereby expressly assumes all of Assignors' obligations, to include and related to all obligations pertaining to that certain wastewater capacity necessary to develop and serve the lots contained in Phases 1-2 of the total Phases of six (6) of the Project Site (consisting of 58 single-family lots and 95 townhome lots or 38,250 GPD), all pursuant to the Reservation Agreement. Assignors are hereby expressly relieved from any and all obligations under the Reservation Agreement related to that certain wastewater capacity necessary to develop and serve the lots contained in Phases 1-2 (consisting of 58 single-family lots and 95 townhome lots or 38,250 GPD) of the total Phases of six (6) of the Project Site. Notwithstanding the foregoing, Assignors are not relieved from any and all obligations under the Reservation Agreement related to that certain wastewater capacity necessary to develop and serve the lots contained in Phases 3-6 of the total Phases of six (6) of the Project Site.

3. The Town hereby expressly consents to and approves the terms of this Assignment and Assumption Agreement.

4. This Assignment and Assumption Agreement is expressly contingent upon Assignee's closing the purchase of Phases 1-2 of the Project Site. To the extent that the Assignee does not close on the purchase of Phases 1-2 of the Project Site on or before December 31, 2022, unless otherwise extended by agreement of Assignors and Assignee, then (i) this Assignment and Assumption Agreement shall be deemed null and void; and (ii) Assignors shall retain all rights and obligations under the Reservation Agreement.

5. This Assignment and Assumption Agreement constitutes the entire agreement between Assignors, Assignee, and the Town with respect to the assignment and assumption of rights under the Reservation Agreement, and all prior agreements, whether written or oral concerning that subject matter are merged herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignors, Assignee and the Town have caused this Assignment and Assumption Agreement to be executed to be effective as of the date first above written.

**ASSIGNORS:**

PEARL STREET PARTNERS, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

PARSONS VALLEY PROPERTY, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

BEAZER HOMES, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**THE TOWN:**

TOWN OF THOMPSON'S STATION, TENNESSEE

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_