

BILL OF SALE AND ASSIGNMENT

②3 2278092 MPK

THIS BILL OF SALE AND ASSIGNMENT (this "**Bill of Sale**") is made as of the 16th day of December, 2024 (the "**Effective Date**"), by and between PLUM CREEK (2021), LLC a Texas limited liability company ("**Assignor**"), and WB PLUM CREEK HOME BUILDING LLC, a Texas limited liability company ("**Assignee**").

W I T N E S S E T H:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

(a) All right, title and interest of Assignor in and to all tangible personal property (collectively, "**Personalty**") located on that certain land and improvements as more particularly described on Exhibit "A" hereto (the "**Property**"); and

(b) To the extent owned by Seller, all of the following to the extent that they relate to the Property: (a) utility rights, development rights and similar rights related to the Property and improvements, if any, whether granted by governmental authorities or private persons, (d) all warranties and guaranties covering all or any part of the Property and improvements, and Property, if any, (e) the plans and specifications and other architectural and engineering drawings for the improvements of the Units and the Property, (g) all common plans, specifications and drawings related to the improvements, (h) all Declarants Rights (as defined in the Declaration of Condo Regime for 1880 at Plum Creek Condominiums, recorded as Document No. 22013774, of the Official Public Records of Hays County, Texas, as may be amended from time to time), (i) development rights, (j) entitlements, (k) all rights of Grantor under any condominium documents, (l) all plans and renderings, (m) all artwork, logos, marketing and advertising materials, including but not limited to vector icons, digital renderings, floorplans/imagery, lot/Unit map renderings/design/vectors, product/community photography, branding guideline documents, fonts used in any signage/advertising, market research and demographic studies, (o) all utility agreements, all living unit equivalents or other water and/or wastewater rights or allocations related thereto, (p) any permits, appraisals, approvals, warranties, deposits or refunds, and (q) contracts (the "**Tangible and Intangible Property**"). Assignor does not represent or warrant the assignability of the Intangible Property.

2. This Bill of Sale is given pursuant to that certain Real Estate Contract dated as of March 18, 2024 (as amended or otherwise modified, the "**Purchase Agreement**"), by and between Assignor, as Seller, and Assignee, as Purchaser, providing for, among other things, the conveyance of the Personalty, the Tangible and Intangible Property. All capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

3. In addition to any other applicable rights under this Bill of Sale, Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by Assignee and all expenses

related thereto, including, without limitation, court costs and reasonable attorneys' fees arising out of or in any way connected or related to any breach or nonperformance by Assignor of any provision or covenant contained in this Bill of Sale.

4. Notwithstanding anything to the contrary contained herein, no indemnification obligation of Assignor or Assignee hereunder shall include an indemnity for any special damages or punitive damages. With respect to each indemnification obligation contained herein, the indemnified party shall give prompt written notice to the indemnifying party of any claim or event giving rise to possible indemnification, and the indemnified party shall not settle any such claim without the prior written consent of the indemnifying party, such consent not to be unreasonably withheld or delayed.

5. EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT, THIS BILL OF SALE, AND OTHER DOCUMENTS PROVIDED BY ASSIGNOR, ASSIGNOR MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT TO THE PROPERTY, AND THE PROPERTY IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF DELIVERY OF THE PROPERTY, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON ASSIGNOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT ASSIGNOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PROPERTY SET FORTH HEREIN, EXCEPT THAT ASSIGNOR REPRESENTS AND WARRANTS THAT ASSIGNOR OWNS THE PROPERTY AND HAS FULL POWER, RIGHT AND AUTHORITY TO CONVEY TITLE THERETO.

6. This is a final and exclusive expression of the agreement of Assignor and Assignee, and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale.

7. This Assignment shall be binding on the parties hereto and their respective successors and assigns and shall be construed in accordance with and governed by the laws of the State of Texas.

8. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

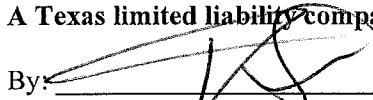
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IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale effective as of the Effective Date.

ASSIGNOR:

PLUM CREEK (2021), LLC,
a Texas limited liability company

BY: Homes By Avi (Texas) GP, LLC,
A Texas limited liability company, Its Manager

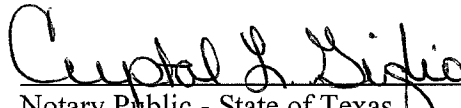
By: 

Darren Soltes, President

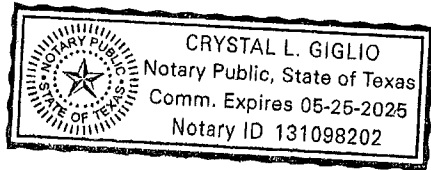
STATE OF TEXAS §
 §
COUNTY OF Travis §

Before me, the undersigned authority, on this day personally appeared Darren Soltes, President of Homes by Avi (Texas) GP, LLC, the Manager of Plum Creek (2021), LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of December, 2024.

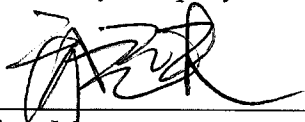


Notary Public - State of Texas



ASSIGNEE:

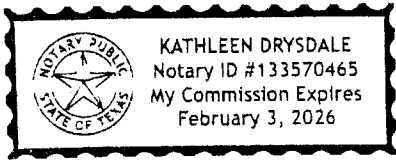
WB PLUM CREEK HOME BUILDING LLC,
a Texas limited liability company

By: 
Ting Qiao, Manager

STATE OF TEXAS §
 §
COUNTY OF Harris §

Before me, the undersigned authority, on this day personally appeared Ting Qiao, Manager of WB Plum Creek Home Building LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of December, 2024.



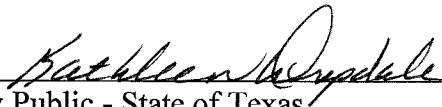

Notary Public - State of Texas

Exhibit "A"
to Bill of Sale

DESCRIPTION OF THE PROPERTY

All Units, together with the undivided interest in and to Common Elements appurtenant thereto, of 1880 AT PLUM CREEK CONDOMINIUMS, a condominium project in Hays County, Texas, according to the Declaration of Condominium Regime for 1880 at Plum Creek Condominiums, dated March 21, 2022, as recorded March 21, 2022, under Document No. 22013774 of the Official Public Records of Hays County, Texas, and that certain First Amendment to Declaration of Condominium Regime for 1880 at Plum Creek Condominiums, dated June 21, 2022, as recorded June 21, 2022, under Document No. 22030413 of the Official Public Records of Hays County, Texas, Second Amendment to Declaration of Condominium Regime for 1880 at Plum Creek Condominiums, dated March 28, 2023, as recorded June 1, 2023, under Document No. 23019529 of the Official Public Records of Hays County, Texas, Third Amendment to Declaration of Condominium Regime for 1880 at Plum Creek Condominiums, dated June 26, 2023, as recorded June 26, 2023, under Document No. 23022639 of the Official Public Records of Hays County, Texas, and Fourth Amendment to Declaration of Condominium Regime for 1880 at Plum Creek Condominiums, dated August 30, 2023, as recorded August 30, 2023, under Document No. 23032137 of the Official Public Records of Hays County, Texas, and Fifth Amendment to Declaration of Condominium Regime for 1880 at Plum Creek Condominiums, dated May 28, 2024, as recorded May 28, 2024, under Document No. 24019759 of the Official Public Records of Hays County, Texas, Sixth Amendment to Declaration of Condominium Regime for 1880 at Plum Creek Condominiums, dated June 28, 2024, as recorded June 28, 2024, under Document No. 24024785 of the Official Public Records of Hays County, Texas as may be subsequently amended, restated, supplemented, and/or otherwise modified from time to time.

SAVE AND EXCEPT Units 19, 20, 21, 22, 29, 30, 31, 34, 35, 36, 37, 60, 61, 105, 106, 107, 109, 112, 113, 125, 126, 127, 128 and 129.

Stewart Title Company - Austin Division

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

25003265 ASSIGNMENT
01/29/2025 03:37:17 PM Total Fees: \$41.25

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

