

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered effective this 8th day of January, 2024 (the “**Effective Date**”), by and between **NORTHERN PARTNERS HOLDINGS, LLC** (“**Assignor**”) and **DURBAN DEVELOPMENT, LLC** (“**Assignee**”).

Background Statement

Assignor possesses certain rights in and to that certain Agreement for Purchase and Sale of Real Property effective as of June 2, 2023, by and between Assignor (as purchaser) and Lawrence Goodman Revocable Trust, u/a/d December 6, 1977, Gary Goodman, Trustee (as seller), as amended by that First Amendment to Agreement for Purchase and Sale of Real Property dated as of August 14, 2023 (collectively, the “**Agreement**”) regarding that certain real property located in the Town of Atrisco Grant, Bernalillo County, New Mexico being approximately 1.263 acres of land known as Lot 1C on that certain plat of lots filed in the office of the County Clerk of Bernalillo County, New Mexico on December 14, 2022 in Plat Book 2022C, Page 225 as Document #2022106470, as more particularly described therein (the “**Property**”). Assignor desires to assign and transfer its purchase rights to purchase the Property to Assignee. Assignee desires to accept said assignment and transfer upon the terms and conditions hereinafter set forth.

Statement of Agreement

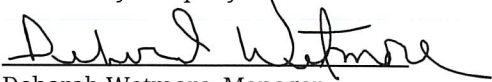
NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises herein set forth, the sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Subject to the terms contained herein, Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title, and interest in and to the Agreement (including the right to purchase the Property thereunder and all earnest money deposits and extension fees paid thereunder).
2. Assignee hereby accepts the foregoing assignment and transfer, and expressly assumes, promises, and agrees to faithfully perform all of the covenants, stipulations, agreements and obligations related to the purchase of the Property under the Agreement or any renewal, extension or novation thereof accruing on and after the Effective Date, pursuant to the terms of said Agreement. Assignee shall indemnify, defend, and save Assignor harmless from and against any and all claims, liabilities, demands, actions, judgments, damages, or expenses of any kind or nature, including, without limitation, reasonable attorneys’ fees, arising out of or in any way relating to the purchase of the Property under the Agreement arising before, on or after the Effective Date.
3. Each party shall, at any time and from time-to-time hereafter, take any and all steps and execute, acknowledge, and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Assignment.
4. This Assignment and the obligations herein shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor and Assignee under seal as of the date set forth below.

ASSIGNOR:

NORTHERN PARTNERS HOLDINGS, LLC,
a New York limited liability company

By: 
Deborah Wetmore, Manager

ASSIGNEE:

DURBAN DEVELOPMENT, LLC,
a North Carolina limited liability company

By: **DBN Durban Management, LLC,**
a North Carolina limited liability company,
its Manager

By: 
Glen D. Cherry, Manager