

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment and Assumption") is made and executed effective as of the 1st day of April, 2025 (the "Effective Date"), by THE CITY OF LEWISVILLE, TEXAS a home rule city and municipal corporation principally situated in Denton County, Texas ("City"), MALLARD SUPPLY COMPANY, L.P., a Texas limited partnership, d/b/a REW Materials ("REW"), and FOUNDATION BUILDING MATERIALS, LLC, a California limited liability company ("FBM").

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

**WHEREAS**, the City and REW entered into that certain Economic Development Agreement, dated effective January 8, 2018, (the "Economic Development Agreement"), attached hereto as Exhibit "A" and incorporated as if fully set forth herein, regarding the provision of economic development incentives related to REW's relocation and expansion, as more particularly described in the Economic Development Agreement; and

**WHEREAS**, REW wishes to assign and transfer to FBM all its rights and obligations in, under, and to the Economic Development Agreement, and FBM desires to assume and accept all of REW's rights and obligations in, under, and to the Economic Development Agreement; and

**WHEREAS**, Section 7.1 of the Economic Development Agreement allows for its assignment with the written permission of the City so long as REW's assignee agrees to be bound by all terms and conditions of the Economic Development Agreement; and

**WHEREAS**, this Assignment and Assumption shall signify the City's written permission for REW to assign the Economic Development Agreement to FBM.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the City, REW, and FBM, intending to be legally bound, hereby agree as follows:

1. **Assignment.** REW does hereby ASSIGN, GRANT, BARGAIN, CONTRIBUTE, TRANSFER, CONVEY, DELIVER AND SET OVER unto FBM all of REW's rights and obligations in, under and to the Economic Development Agreement. This assignment is irrevocable, effective and binding on FBM as of the Effective Date.

2. **Assumption.** FBM has joined in the execution of this instrument to evidence (i) its acceptance of the terms and provisions of the Economic Development Agreement and (ii) its agreement to assume full responsibility from and after the Effective Date of this Assignment and Assumption for the performance of all of the duties and obligations to be performed by REW under the Economic Development Agreement, and agrees to be bound and abide by all terms and conditions of the Economic Development Agreement.

3. Definitions in Economic Development Agreement. The Parties agree that from and after the date hereof, the term "REW" as defined and used in the Economic Development Agreement shall mean and refer to FBM.

4. 2024 Grant Year Payment. The Parties agree that any grant amounts due under the Economic Development Agreement for the 2024 Annual Grant shall be paid to REW. FBM shall be eligible to receive grant payments for the 2025 Annual Grant and for the remainder of the Term, subject to the terms and conditions set forth in the Economic Development Agreement.

5. Binding Effect. This Assignment and Assumption shall be binding upon, and will inure to the benefit of, the parties hereto and their respective legal and personal representatives, successors and assigns.

6. Governing Law/Venue. This Assignment and Assumption shall be governed by, and construed under and in accordance with, the laws of the State of Texas. Venue for any litigation arising from this Assignment and Assumption shall lie in Denton County, Texas.

7. Texas Government Code Chapter 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, FBM affirms, by entering into this Assignment and Assumption, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

8. Texas Government Code Chapter 2271. Pursuant to Texas Government Code Chapter 2271, FBM affirms that execution of this Assignment and Assumption serves as written verification that it: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Economic Development Agreement. This section shall not apply if FBM employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under the Economic Development Agreement are less than \$100,000.00.

9. Texas Government Code Chapter 2274. Pursuant to Texas Government Code Chapter 2274, FBM affirms that execution of this Assignment and Assumption serves as written verification that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (2) will not discriminate during the term of the Economic Development Agreement against a firearm entity or firearm trade association. This Section shall not apply if FBM employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under the Economic Development Agreement are less than \$100,000.00, or if the Economic Development Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

10. Texas Government Code Chapter 2276. Pursuant to Texas Government Code Chapter 2276, FBM affirms that execution of this Assignment and Assumption serves as written verification that it: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of the



Economic Development Agreement. This section shall not apply if FBM employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under the Economic Development Agreement are less than \$100,000.00, or if the Economic Development Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

11. Certification of Execution. The person or persons signing and executing this Assignment and Assumption on behalf of the parties, or representing themselves as signing and executing this Assignment and Assumption on behalf of the parties, do hereby warrant and certify that this Assignment and Assumption has been approved by appropriate action of the parties, and that the person or persons signing and executing this Assignment and Assumption have been duly authorized by the respective party to sign and execute this Assignment and Assumption on behalf of the that party and to validly and legally bind the parties to all terms and conditions herein set forth.

11. Counterparts. This Assignment and Assumption may be executed by the parties hereto individually or in any combination in one or more counterparts, each of which will for all purposes be deemed to be an original, and all of which, taken together or collectively, as the case may be, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City, REW, and FBM have caused this Assignment and Assumption Agreement to be executed as of the date first written above.

CITY:

CITY OF LEWISVILLE, TEXAS

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

Claire Powell, City Manager

REW:

MALLARD SUPPLY COMPANY, L.P.,  
a Texas limited partnership d/b/a REW Materials

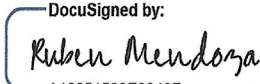
By: \_\_\_\_\_

Name: James W. Bedsworth, Jr.

Title: Authorized Person

FBM:

FOUNDATION BUILDING MATERIALS, LLC  
a California limited liability company

By:  \_\_\_\_\_  
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Name: Ruben Mendoza \_\_\_\_\_

Title: President and CEO \_\_\_\_\_

**Exhibit A**  
Economic Development Agreement