

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT No. 04-561-3 ("ASSIGNMENT") is made and entered into this 21st day of January 2020, by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), FMAAA Foundation, whose address is 3837 North Clark Street, Fresno, CA 93726 ("ASSIGNOR"), and the Fresno Rescue Mission, , whose address is 263 G Street, Fresno, CA 93716 ("ASSIGNEE").

WITNESSETH:

WHEREAS, COUNTY and ASSIGNOR are parties to that certain Lease Agreement 04-561 ("Lease"), dated December 14, 2004, for lease of Room #101 at 2025 E. Dakota Avenue, Fresno, CA 93726 ("Library" or the "Premises");

WHEREAS, the Lease was amended by First Amendment on February 27, 2007, and by Second Amendment on July 10, 2018;

WHEREAS, ASSIGNEE has purchased the Premises from ASSIGNOR;

WHEREAS, Section 19 of the Lease provides for the assignment thereof, with the written consent of the Parties thereto;

WHEREAS, ASSIGNOR wishes to assign, transfer, and delegate all of its rights, benefits, benefits, responsibilities, and obligations under the Lease to ASSIGNEE; and

WHEREAS, ASSIGNEE represents that s/he is willing and qualified to accept the assignment, transfer, and delegation of ASSIGNOR'S rights, benefits, responsibilities, and obligations under the Lease, and to perform faithfully and completely in ASSIGNOR's stead thereunder.

NOW, THEREFORE, the parties agree that the Lease shall be, and is, transferred and assigned by ASSIGNOR to ASSIGNEE as follows:

1. ASSIGNOR hereby transfers and assigns all of its rights, interest, obligations, and responsibilities under the Lease to ASSIGNEE.

2. ASSIGNEE hereby accepts from ASSIGNOR the Assignment of the Lease, and ASSIGNEE agrees, as a direct obligation to COUNTY, without qualification or reservation of right, to perform each and every one of ASSIGNOR'S obligations and responsibilities under the Lease,

1 and to adhere to all terms of the Lease, as though ASSIGNEE were the signatory party of said
2 Lease in lieu of ASSIGNOR.

3 3. COUNTY hereby agrees to this ASSIGNMENT of the Lease.

4 4. ASSIGNEE agrees to each and every term and condition of the Lease.

5 5. Each person executing this ASSIGNMENT in a representative capacity hereby
6 warrants and represents to the other parties that he or she is authorized to do so, and that his or
7 her signature shall be binding on that party.

8 6. Section 21, "Notices" of the Lease shall be amended to read:

9 "The persons and their addresses having authority to give and receive notices
10 under this Lease include the following:

11 COUNTY

CONTRACTOR

12 Internal Services Dept.
13 Director of Internal Services/CIO
333 W. Pontiac Way
Clovis, CA 93612

Fresno Rescue Mission
263 G Street – PO Box 1422
Fresno, CA 93716-1422

14 All notices between the LESSEE and LESSOR provided for or permitted under this
15 Lease must be in writing and delivered either by personal service, by first-class
16 United States mail, by an overnight commercial courier service, or by telephonic
17 facsimile transmission. A notice delivered by personal service is effective upon
18 service to the recipient. A notice delivered by first-class United States mail is
19 effective three LESSEE business days after deposit in the United States mail,
20 postage prepaid, addressed to the recipient. A notice delivered by an overnight
21 commercial courier service is effective one LESSEE business day after deposit with
22 the overnight commercial courier service, delivery fees prepaid, with delivery
23 instructions given for next day delivery, addressed to the recipient. A notice
24 delivered by telephonic facsimile is effective when transmission to the recipient is
25 completed (but, if such transmission is completed outside of LESSEE business
26 hours, then such delivery shall be deemed to be effective at the next beginning of a
27 LESSEE business day), provided that the sender maintains a machine record of the
28 completed transmission. For all claims arising out of or related to this Lease,

1 nothing in this section establishes, waives, or modifies any claims presentation
2 requirements or procedures provided by law, including but not limited to the
3 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning
4 with section 810)."

5 7. ASSIGNEE'S liability under the Lease, and under this ASSIGNMENT thereof, shall
6 include any and all liability that ASSIGNOR has to the COUNTY under the Lease, whether known
7 as of the date hereof or subsequently discovered and henceforth all such liability shall ASSIGNEE
8 accept.

9 8. This ASSIGNMENT shall be retroactive to August 10, 2019, the date that
10 ASSIGNEE purchased the Premises.

11 9. ASSIGNEE and ASSIGNOR hereby represent that any prior payments from August
12 10, 2019 until the execution of this ASSIGNMENT, have been paid to the correct party, and that no
13 further payments are owed by COUNTY to ASSIGNOR.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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3 **ASSIGNOR**

4 Jean Robinson
5 Jean Robinson, President

COUNTY OF FRESNO

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

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12 **ASSIGNEE**

13 Matthew D. Lina
14 Name, Title

15 Matthew D. Lina, CEO
16 Name, Title

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

24 **FOR ACCOUNTING USE ONLY:**

25 Fund No.: 0001
26 Subclass: 10000
27 Org No.: 7510
28 Acct. No.: 7340