

ASSIGNMENT AND ASSUMPTION OF LEASES

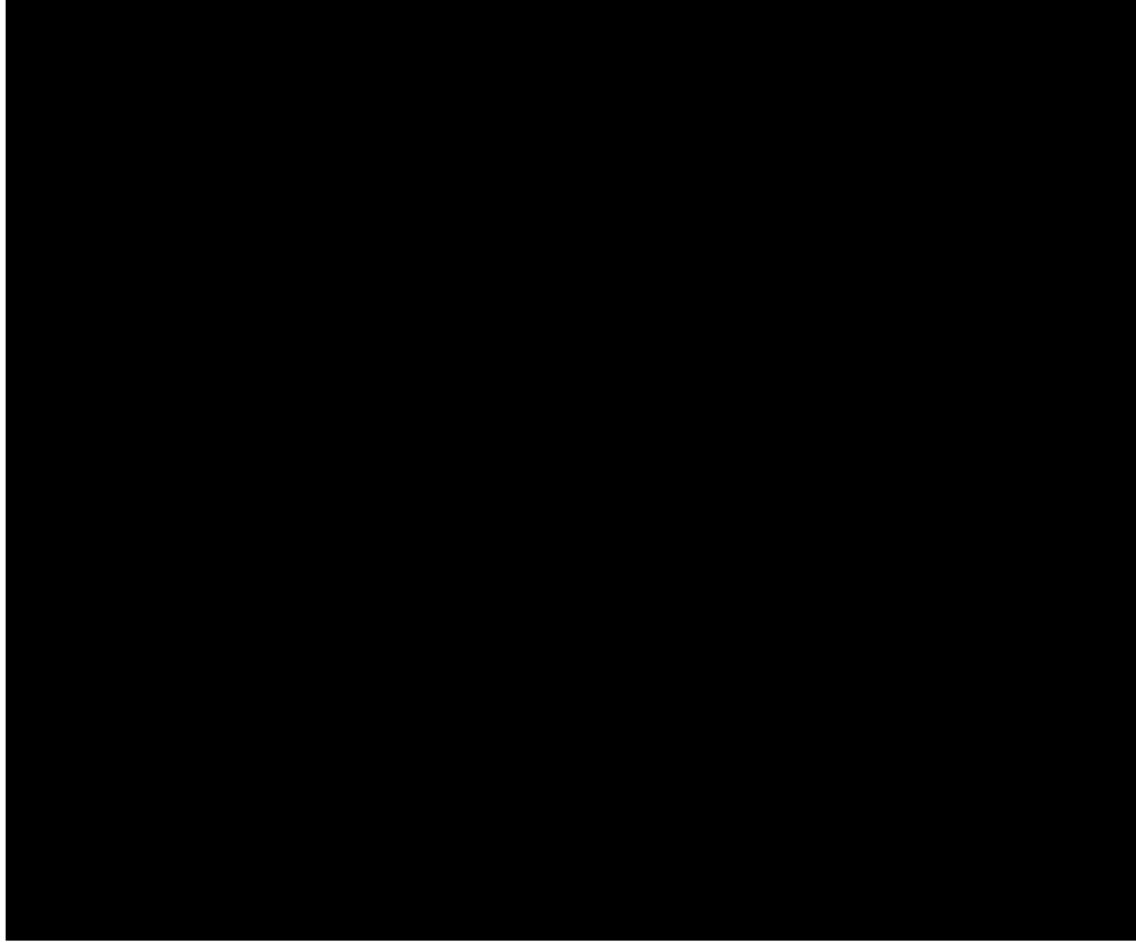
THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment"), is made and dated for reference purposes as of the ____ day of September, 2022, by and between Sunnyside Square Investments, Inc., a California corporation ("Assignor"), and Sage Kings Fresno, LLC, a California limited liability company ("Assignee"), both of whom may be referred to herein as the "Parties" and each of whom may be referred to herein as a "Party."

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated February 4, 2022, as thrice amended (the "Purchase Agreement"). Unless otherwise expressly defined herein, capitalized terms used herein without definition shall have the same meaning ascribed to such terms in the Purchase Agreement.

B. This Assignment is being made pursuant to the Purchase Agreement for the purpose of memorializing the assignment to Assignee of all of Assignor's right, title and interest in and to the following Leases:

i.



ii.

iii.

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v.

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vii.

- viii. That Lease Agreement dated September 21, 2010 between Sunnyside Square Investments, LLC and the County of Fresno relating to 5566 E Kings Canyon Road, Fresno, California 93727; and
- ix. Any and all other leases relating to the Property under the Purchase Agreement.

Each lease identified in this Recital B is referred to singularly as a "Lease" and collectively as the "Leases" and includes the leases as assigned and amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment of Leases. Subject to the provisions of the Purchase Agreement, effective as of the Closing, Assignor hereby assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts the assignment of, all of Assignor's right, title, and interest in, to and under the Leases. Assignor warrants that it is the present Landlord relating to each of the Leases and has authority to assign and does assign each of the Leases to Assignee without encumbrance.
2. Assumption of Obligations. Subject to the provisions of the Purchase Agreement, by execution of this Assignment, effective as of the Closing, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon the lessor or landlord under the Leases accruing on or after the Closing.
3. No Modification of Purchase Agreement. As between Assignor and Assignee, this Agreement does not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon them (or any of their respective affiliates) by the terms of the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements, indemnifications and other provisions of the Purchase Agreement. As between Assignor and Assignee, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Indemnification. Assignor indemnifies Assignee from and against any loss, cost, or expense, including reasonable attorney's fees and court costs, relating to the failure of Assignor to fulfill Assignor's obligations under the Leases to the extent accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including reasonable attorney's fees and court costs, relating to the failure of Assignee to fulfill Assignee's obligations under the Leases to the extent accruing with respect to the period subsequent to the date of this Assignment.

5. Limitation on Liability. This Assignment is made without any covenant, warranty or representation by, or recourse against, Assignor, other than as allowed under the Purchase Agreement, to the extent applicable. Assignor's liability under this Assignment shall be limited as set forth in the Purchase Agreement.

6. Proration. Nothing contained in this Assignment shall constitute a waiver of or a limitation on any of the rights and obligations of the Parties to prorations under the Purchase Agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

8. Attorneys' Fees. In the event of any legal action between Assignor and Assignee arising out of or in connection with this Assignment, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs incurred in such action and any appeal therefrom.

9. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by the laws of the State of California. The proper venue for any claims, causes of action or other proceedings concerning this Assignment shall be in the state and federal courts located in the County of Fresno, State of California.

10. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

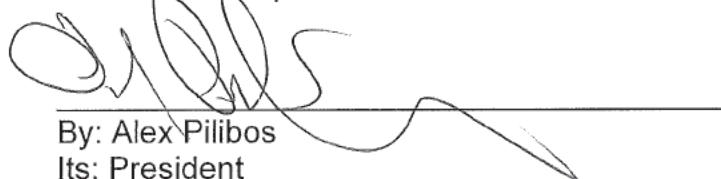
11. Cooperation. Assignor hereby agrees to and shall execute and deliver to Assignee any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

12. Survival. The provisions of this Assignment shall survive indefinitely.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

SUNNYSIDE SQUARE INVESTMENTS, INC.
a California corporation



By: Alex Pilobos
Its: President

ASSIGNEE:

SAGE KINGS FRESNO, LLC



By: Patrick Charriou
Its: Manager

RECORDING REQUESTED BY:
First American Title Company

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**
Sage Kings Fresno, LLC
4350 Von Karman #200
Newport Beach, CA 92660

Fresno County Recorder
Paul Dictos, CPA

2022-0118798

Recorded at the request of:
SIMPLIFILE, PROVO

09/23/2022 01:52 28
Titles: 1 Pages: 3
Fees: \$17.00
CA SB2 Fees:\$0.00
Taxes: \$2530.00
Total: \$2547.00

Space Above This Line for Recorder's Use Only

A.P.N.: 472-060-30

File No.: 1503-6791540 (NS) A

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$2,530.00; CITY TRANSFER TAX \$;

[x] computed on the consideration or full value of property conveyed, OR
 [] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
 [] unincorporated area; [x] City of **Fresno**, and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Sunnyside Square Investments, Inc., a California corporation**

hereby GRANTS to **Sage Kings Fresno, LLC, a California limited liability company**

the following described property in the City of **Fresno**, County of **Fresno**, State of **California**:

PARCEL 1: (APN: 472-060-30)

**LOT 2 OF TRACT NO. 1448, ROGERS CORNERS, ACCORDING TO THE MAP THEREOF
RECORDED IN BOOK 18, PAGE 9 OF PLATS, FRESNO COUNTY RECORDS.**

**TOGETHER WITH THAT PORTION OF THE LAND DESIGNATED AS PARK ON THE MAP OF
COUNTRY CLUB ESTATES, UNIT NO. 2, ACCORDING TO THE MAP THEREOF RECORDED IN
BOOK 12, PAGE 12 OF PLATS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF LOT 102 AS SHOWN ON SAID MAP; THENCE
SOUTH 0° 12' EAST, ALONG THE EASTERLY LINE OF LOTS 102, 101, 100 AND THE
SOUTHERLY PROLONGATION THEREOF, TO THE NORTHWEST CORNER OF LOT 98; THENCE
NORTH 89° 48' EAST, ALONG THE NORTHERLY LINE OF LOTS 98, 97, 96 AND 95, TO THE
NORTHEAST CORNER OF SAID LOT 95; THENCE NORTH 0° 12' EAST, 70 FEET; THENCE
SOUTH 89° 48' WEST, 380 FEET TO A POINT; THENCE NORTH 0° 12' WEST, PARALLEL WITH
AND 70 FEET EASTERLY OF THE EAST LINE OF LOTS 100, 101 AND 102, TO A POINT ON THE
EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 102; THENCE WESTERLY,
ALONG SAID EASTERLY PROLONGATION TO THE POINT OF BEGINNING.**

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHEAST CORNER OF LOT 95 OF SAID COUNTRY CLUB ESTATES,
UNIT NO. 2; THENCE SOUTH 89° 48' 00" WEST, ALONG THE NORTHERLY LINE OF LOTS 95,
96 AND 97 OF SAID COUNTRY CLUB ESTATES, UNIT NO. 2, A DISTANCE OF 274.00 FEET;
THENCE NORTH 00° 12' 00" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89° 48' 00"
EAST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00° 12' 00" WEST, A DISTANCE OF**

Grant Deed - continued

Date: 09/08/2022

200.00 FEET; THENCE SOUTH 89° 48' 00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00° 12' 00" WEST, A DISTANCE OF 86.00 FEET; THENCE NORTH 89° 48' 00" EAST, A DISTANCE OF 228.00 FEET TO A POINT ON THE MOST EASTERLY LINE OF LOT 2 OF SAID TRACT NO. 1448; THENCE SOUTH 00° 12' 00" EAST, ALONG THE MOST EASTERLY LINE OF SAID LOT 2 AND THE SOUTHERLY PROLONGATION THEREOF, TO THE POINT OF BEGINNING.

THIS DESCRIPTION IS COMPLIANT WITH PROVISIONS OF THE SUBDIVISION MAP ACT AS EVIDENCED BY THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 99-23 (A) RECORDED FEBRUARY 05, 2001 AS INSTRUMENT NO. 2001-0014385 OF OFFICIAL RECORDS OF SAID COUNTY.

Grant Deed - continued

Date: 09/08/2022

A.P.N.: 472-060-30

File No.: 1503-6791540 (NS)

Dated: September 08, 2022

Sunnyside Square Investments, Inc., a California corporation, a California corporation

By: 

Name: Alex Pilibos
Title: President **ALEX PILIBOS**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS

COUNTY OF Fresno)

On September 13, 2022 before me, Marilynn Castillo, Notary Public, personally appeared Alex Pilibos

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature Marilynn Castillo

