

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Assignment and Assumption Agreement"), made as of this ____ day of September 2025 by and among the City of San Leandro California a California government entity ("Landlord"), Family Service of San Leandro doing business as Family Service Counseling and Community Resource Center, a California nonprofit public benefit corporation ("Assignor"), and Hively, a California nonprofit public benefit corporation ("Assignee").

WITNESSETH:

WHEREAS, Landlord and Assignor, as tenant, are parties to that certain Lease Agreement, dated May 21, 2012 and any and all related extensions and amendments (collectively the "Lease"), a copy of which is attached hereto as Exhibit A, for certain real property and the improvements thereon located at 2208 San Leandro Boulevard, San Leandro, California (the "Building"), as more fully described in the Lease (the "Premises");

WHEREAS, Section 3 of the Lease provides that the lease may not be assigned or sublet without the consent in writing of the City Council of the City; and

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement ("Agreement") wherein Assignor transferred all of its assets to Assignee;

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume the same as of the date of this Assignment and Assumption Agreement (the "Effective Date") as more fully set forth herein; and

WHEREAS, Landlord desires to consent to such assignment.

NOW, THEREFORE, in consideration of the receipt of the executed Agreement, the mutual covenants, and the valuable consideration thereunder, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions; Integration of Lease. Unless the context requires otherwise, any capitalized term used but not defined herein shall have its respective meaning as set forth in the Lease. This Assignment and Assumption Agreement and the Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Assignment and Assumption Agreement and the terms and provisions of the Lease, the terms and provisions of the Lease shall, in all instances, control and prevail. Exhibit A is a true and complete copy of the Lease.

Section 2. Assignment and Assumption of Lease.

2.1 Assignment. Assignor hereby assigns, sells, transfers and conveys to Assignee, as of the Effective Date, all of Assignor's right, title, interest and obligations under the Lease.

2.2 Assumption. As of the Effective Date, Assignee hereby (a) assumes all of Assignor's right, title, interest and obligations under the Lease, and (b) agrees to perform, and be bound by, all obligations and satisfy all conditions to be performed or satisfied by Assignor under the provisions of the Lease.

2.3 Landlord's Consent. By its execution hereof, Landlord hereby acknowledges and consents to Assignor's assignment of its right, title and interest in the Lease to Assignee; provided however, this acknowledgement and consent shall not be deemed to relieve Assignor from any obligation or liability under the Lease which may have accrued prior to the Effective Date.

2.4 Indemnification by Assignee. Assignee shall indemnify, defend and hold harmless Assignor and its directors, officers, members, partners, shareholders, affiliates, agents, employees, successors and assigns from and against all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever (including, without limitation, reasonable attorneys' fees, paralegal fees and costs), arising out of liability accruing under the Lease on or after the Effective Date or otherwise resulting from Assignee's failure to pay or perform any obligations of the Assignee under the Lease that are payable or performable from and after the Effective Date. Assignee hereby agrees to indemnify and hold Landlord harmless from any and all damages, liabilities, causes of action, claims or potential claims against Landlord (including attorneys' fees and costs) arising out of or resulting from this Assignment and Assumption Agreement.

2.5 Indemnification by Assignor. Assignor shall indemnify, defend and hold harmless Assignee and its directors, officers, members, partners, shareholders, affiliates, agents, employees, successors and assigns from and against all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever (including, without limitation, reasonable attorneys' fees, paralegal fees and costs), arising out of liability accruing under the Lease prior to the Effective Date or otherwise resulting from Assignor's failure to pay or perform any obligations of the Assignor under the Lease that are payable or performable before the Effective Date. Assignor hereby agrees to indemnify and hold Landlord harmless from any and all damages, liabilities, causes of action, claims or potential claims against Landlord (including attorneys' fees and costs) arising out of or resulting from this Assignment and Assumption Agreement.

2.6 Condition of Premises. Assignee shall accept the Premises covered by the Lease in its "as is" condition as of the Effective Date.

Section 3. Representations and Covenants of Landlord and Assignor.

3.1 Assignor hereby represents to Landlord and Assignee that, to its actual knowledge:

3.1.1 As of the Effective Date, Landlord and Assignor are not in default of any of their respective obligations contained in the Lease; and

3.1.2 As of the Effective Date, no event currently exists which, with the giving of notice or passage of time or both, would constitute a default of Landlord or Assignor under the Lease.

Section 4. Change of Notice Address. As of the Effective Date, Assignee's address for all notices permitted or required under the terms of the Original Lease shall be:

7901 Stoneridge Drive, Suite 150
Pleasanton, CA 94588
mary@behively.org
Attention: Mary Hekl

Section 5. General Provisions.

5.1 Effectiveness. This Assignment and Assumption Agreement shall become effective only upon execution and delivery by all parties hereto.

5.2 Complete Understanding. This Assignment represents the complete understanding among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements or agreements, either written or oral, among the parties hereto as to the same.

5.3 Ratification of Lease. All terms and conditions of the Lease are hereby fully ratified and affirmed, as modified by this Assignment and Assumption Agreement.

5.4 Applicable Law. This Assignment and Assumption Agreement shall be construed, performed and enforced in accordance with the laws of the State of California where the Premises are located.

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

5.6 Counterparts. This Assignment and Assumption Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart. Any signature to this Assignment transmitted by email or facsimile shall be deemed an original signature hereto.

5.7 Authority. Each of the parties to this Assignment and Assumption Agreement represents and warrants that it has full power and authority to execute this Assignment and Assumption Agreement and to perform its obligations hereunder and that any and all consents and/or approvals necessary and/or required in connection therewith have been obtained.

Assignee hereby acknowledges and agrees that it shall not amend or otherwise modify the Lease, or consent to any amendment or other modification of the Lease without the prior written consent of Assignor, which consent shall not be unreasonably withheld.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the following signatures and seals as of the date first above written.

LANDLORD:

By: _____

Name: Janelle T. Cameron

Title: City Manager, City of San Leandro

ATTEST:

By: _____

Name: Kelly B. Clancy

Title: City Clerk, City of San Leandro

APPROVED AS TO LEGAL FORM:

By: _____

Name: Richard D. Pio Roda

Title: City Attorney, City of San Leandro

ASSIGNOR:

By: _____

Name: Mary Hekl

Title: Chief Executive Officer

ASSIGNEE:

By: _____

Name: Mary Hekl

Title: Chief Executive Officer