

ASSIGNMENT AND ASSUMPTION OF LEASE NO. 28222, AND CONSENT THERETO
28222

THIS ASSIGNMENT AND ASSUMPTION OF LEASE NO. 28222, AND CONSENT THERETO ("Assignment") is made and entered into as of November 1, 2021 ("Effective Date"), by and between the CITY OF LONG BEACH, a municipal corporation, ("City"); FIRST SERVE TENNIS, INC., a California corporation whose address is 1040 Park Avenue, Long Beach, California 90804 ("Assignor"); and BRIDGE ENTERPRISES, INC., a California corporation whose address is 4465 Birchwood Avenue, Seal Beach, California 90740 ("Assignee").

WHEREAS, reference is made to that certain Lease No. 28222 dated April 3, 2003 (the "Lease") by and between Assignor, as tenant, and the City, as landlord; and

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to fully accept and assume, Assignor's rights, interests, duties, and obligations in the Lease; and

WHEREAS, City desires to consent to this Assignment and Assumption;

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained in this Agreement, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest as lessee in, to and under the Lease. Assignor shall indemnify, defend, protect, and hold harmless Assignee from any and all claims and liabilities arising prior to the Effective Date on account of the Lease.

2. Assumption. Assignee hereby assumes and agrees to perform all duties and obligations of Assignor as lessee under the Lease that accrue on or after the Effective Date. Assignee shall indemnify, defend, protect, and hold harmless Assignor from any and all claims and liabilities arising from and after the Effective Date on account of the Lease.

3. Consent. City hereby consents to the assignment and assumption of the Lease evidenced by this Assignment.

4. Miscellaneous.

1 A. Binding Effect and Assignment. This Assignment shall be
2 binding upon and inure to the benefit of Assignor and Assignee and their respective
3 successors, assigns, and legal representatives.

4 B. Severability. If any term or provision of this Assignment shall
5 be held invalid or unenforceable, the remainder of this Assignment shall not be
6 affected.

7 C. Waivers. No waiver or breach of any covenant or provision
8 shall be deemed a waiver of any other covenant or provision, and no waiver shall
9 be valid unless in writing and executed by the waiving party.

10 D. Construction. Headings are solely for the parties' convenience,
11 are not a part of this Assignment, and shall not be used to interpret this Assignment.
12 The singular form shall include plural and vice versa. This Assignment shall not be
13 construed as if it had been prepared by one party, but as all parties have prepared
14 the it. Unless otherwise indicated, all references to sections are to this Assignment.

15 E. Counterparts. This Assignment may be executed in one or
16 more counterparts, each of which shall be deemed an original and all of which taken
17 together shall constitute one and the same instrument.

18 F. Amendment. This Assignment may not be amended or altered
19 except by a written instrument executed by Assignor and Assignee, and consented
20 to by City.

21 G. Third-Party Rights. Nothing in this Assignment, express or
22 implied, is intended to confer upon any person, other than the parties and their
23 respective successors and assigns, any rights or remedies.

24 H. Attorney Fees. In the event of any litigation between Assignor
25 and Assignee arising out of the duties and obligations of Assignor or Assignee under
26 this Assignment or concerning interpretation of any of its provisions, the losing party
27 shall pay the prevailing party's costs and expenses of the litigation, including
28 reasonable attorney fees.

I. Governing Law. This Assignment shall be governed and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have caused this document to be executed with all formalities required by law as of the last date indicated below:

FIRST SERVE TENNIS, INC., a California corporation

By First Serve Tennis, Inc
Name Cathy Jacobson
Title President

By _____
Name _____
Title _____

"Assignor"

BRIDGE ENTERPRISES, INC., a California corporation

By BRIDGE ENTERPRISES INC.
Name Mitch Bridge
Title PRESIDENT

By _____
Name _____
Title _____

"Assignee"

Consented to by:

CITY OF LONG BEACH, a municipal corporation

By Sandra J. Iatun
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Consent to Assignment and Assumption of Lease No 28222 is approved
as to form on October 25, 2021.

CHARLES PARKIN, City Attorney

By Anita Lakhani
Anita Lakhani, Deputy City Attorney