

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

This Assignment and Assumption ("**Assignment**") is entered into as of December 22, 2016 ("**Effective Date**") by and between 707 West Tower Avenue, LLC, a Delaware limited liability company. ("**Assignor**"), and 651/707 West Tower Avenue, LLC, a Delaware limited liability company ("**Assignee**").

WITNESSETH

WHEREAS, Assignor is the Tenant under that certain Lease Agreement between it and the City of Alameda, as Landlord with respect to premises commonly identified as 707 West Tower Avenue, Building 9, Alameda, California, executed by Assignor on October 7, 2015 and executed by the City November 5, 2015 (the "**707 Lease**"); and

WHEREAS, (a) Assignor desires to assign all right, title and interest of Assignor in and to the 707 Lease to Assignee; and (b) Assignee desires to accept such assignment and assume all obligations of Assignor under the 707 Lease; and

WHEREAS, Assignee is a successor through reorganization of 651 West Tower Avenue, LLC, also the Tenant under a Lease Agreement with the City of Alameda for premises commonly known as 651 West Tower Avenue, Building 91, Alameda California.

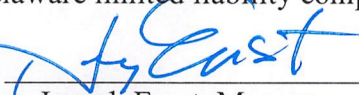

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment by Assignor.** Assignor hereby transfers, assigns and sets over to Assignee all right, title and interest of Assignor in and to the 707 Lease as of the Effective Date.
2. **Acceptance and Assumption by Assignee.** Assignee hereby accepts the foregoing assignment of all right, title and interest of Assignor in and to the 707 Lease and assumes for the benefit of Assignor and of the counterparties thereto the obligations of Assignor under the 707 Lease and agrees to perform and observe all the agreements, covenants and conditions of the 707 Lease to be performed by the Tenant thereunder to be performed by Assignor and arising from and after the Effective Date. Assignee hereby indemnifies and agrees to defend and hold harmless Assignor and its officers, directors, shareholders, employees, agents and their successors and assigns, from and against any and all liabilities, claims, demands and expenses, including reasonably attorneys' fees, incurred, paid or required under penalty of law to be paid by Assignor by reason of the failure of Assignee to fulfill, perform and discharge any or all of the various commitments, obligations and liabilities of Assignee under the 707 Lease which arise or arose from and after the Effective Date.
3. **Conditioned upon Consent.** This Assignment shall not be effective unless and until consent to the assignment of the 707 Lease is given by the City of Alameda.
4. **Governing Law.** This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

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

6. **Attorneys' Fees.** In any litigation or other proceeding relating to this Assignment, or any transactions contemplated herein, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

<p>ASSIGNOR:</p> <p>707 WEST TOWER AVENUE LLC a Delaware limited liability company</p> <p>By:  Joseph Ernst, Manager</p>	<p>ASSIGNEE:</p> <p>651/707 WEST TOWER AVENUE LLC a Delaware limited liability company</p> <p>By: 651/707 Tower Manager, LLC, a Delaware limited liability company Member and Manager</p> <p>By:  Joseph Ernst, Manager</p>
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The City of Alameda, as Landlord under the Lease described above, hereby consents to the above Assignment, provided that this consent shall not in any way be deemed a consent to any further assignment, and provided that Assignor shall not be released from its obligations, covenants, representations, warranties and any other matters under the Lease arising or accruing after the Effective Date.

DATED: December __, 2016

LANDLORD:

City of Alameda,
a charter city and municipal corporation

By: _____

Name: Jill Keimach

Title: City Manager

Date: _____

Approved as to Form

By:  _____

Name: Janet Kern

City Attorney