

**ASSIGNMENT AND ASSUMPTION AGREEMENT,  
AND CONSENT THERETO**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, AND CONSENT THERETO** (hereinafter "Assignment") is made by and between the

COUNTY OF SAN MATEO, hereinafter referred to as "COUNTY,"

and

OUR COMMON GROUND, INC., a California Corporation, hereinafter referred to as "BUYER,"

and

JONATHAN H. LAMB, hereinafter referred to as "SELLER,"

with reference to the following:

**WHEREAS**, SELLER is Lessor in that certain real property commonly known as 750 El Camino Real, Belmont, California, Assessor Parcel Number 044-222-160 ("the PROPERTY") with LESSEE as lessee ("the LEASE"); and

**WHEREAS**, SELLER and BUYER are parties to a Marcus & Millichap Purchase Agreement dated as of October 30, 2020, together with that certain Addendum No. 1 thereto also dated as of October 30, 2020, and that certain First Amendment thereto dated as of November 6, 2020, and that certain Second Amendment thereto dated as of November 13, 2020 (collectively, "PSA"), concerning the PROPERTY; and

**WHEREAS**, SELLER is willing to consent to the assignment to COUNTY of all rights and duties of the BUYER in the PSA, in fulfillment of Paragraph 4 of the Second Amendment dated November 13, 2020.

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions contained herein, the parties agree as follows:

1. **RECITALS**: The above stated recitals are true and correct and are incorporated into the terms and conditions of this Assignment as set forth in full herein.
2. **ASSIGNMENT BY BUYER TO COUNTY**: For adequate consideration, the receipt of which is hereby acknowledged, BUYER hereby assigns all rights and delegates all duties

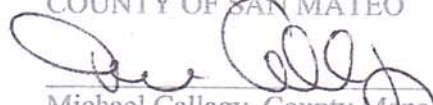
of BUYER arising from the PSA, attached hereto as Exhibit "A" and incorporated herein by this reference, to COUNTY.

2. **ASSUMPTION OF PERFORMANCE BY COUNTY:** COUNTY hereby assumes said PSA, and shall faithfully perform, and agrees to be bound by, all of the terms, conditions, and covenants thereof, with the same force and effect as upon its predecessor in interest, BUYER. BUYER and COUNTY expressly agree to be and remain jointly, severally, directly and primarily liable for all obligations owing to SELLER under the PSA, whether past, present or future, and BUYER and COUNTY agree among themselves as to reimbursement or payment by COUNTY to BUYER (if at all) of all Deposit(s) paid or payable by BUYER under the PSA (including without limitation payment of the Additional Deposit of \$25,000.00 required to be paid under PSA Addendum Section 3 within one (1) business day after delivery by Buyer to Seller of such Notice of Approval, together with a separately initialed liquidated damages clause for such Additional Deposit, sufficient to render the Additional Deposit subject to PSA Section 18).

3. **CONSENT TO ASSIGNMENT:** SELLER hereby consents to the assignment of the PSA from BUYER to COUNTY as successor buyer.

IN WITNESS WHEREOF, COUNTY, BUYER and SELLER have executed this Assignment and Assumption Agreement and Consent Thereto by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

"COUNTY"  
COUNTY OF SAN MATEO

  
Michael Callagy, County Manager

Date: 11/20/2020

"BUYER"  
OUR COMMON GROUND, INC.

  
Orville L. Roache, Executive Director

Date: 11/20/2020

“SELLER”

DocuSigned by:  
*Jonathan Lamb* \_\_\_\_\_  
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11/24/2020 | 10:22:32 PST  
Date: \_\_\_\_\_