

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
AND LANDLORD CONSENT**

This Assignment and Assumption of Lease and Landlord Consent (“Assignment”) is made effective as of January 26, 2021 (the “Assignment Effective Date”), by and among TULARE LOCAL HEALTHCARE DISTRICT, dba TULARE REGIONAL MEDICAL CENTER, a local healthcare district organized under the California Health and Safety Code (“Landlord”), MICHAEL LINCICUM and MITZI LINCICUM, dba RE.VIVE TAN & SPA (collectively, “Assignor”), and FELICIA BORGES, ANTONIO DE LA TORRE and CHEYENNE CARDOZA, each individuals (collectively, “Assignee”), each occasionally referred to as a “Party”, and collectively as the “Parties”.

Recitals

This Assignment is made with regard to the following facts:

- A. Landlord and Assignor previously entered into that certain Lease Agreement dated effective November 1, 2018, as may be amended from time to time (the “Lease”), a true, accurate, and complete copy of which is attached hereto and incorporated herein as Exhibit A, under which Landlord, as “LESSOR”, leased to Assignor, as “LESSEE”, that certain real property and improvements located in the County of Tulare, State of California (APN 860-001-007-000), comprising 2,035± sq. ft. of commercial space, and more commonly known as 1449 E. Prosperity Avenue (the “Premises”).
- B. Assignor leased the Premises in order to operate and conduct a beauty salon and spa (with associated retail sales) and for the sale of clothing on a retail basis (collectively, the “Business”).
- C. In performance of its obligations under Section 4.08 of the Lease, Assignor did previously deposit TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00) with Landlord (“Assignor’s Deposit”).
- D. The Lease term commenced on November 1, 2018 and expires on October 31, 2021 (the “Initial Term”), which term, upon proper noticed provided, may be extended for an additional three (3) years upon terms mutually agreeable to the parties thereto.
- E. As of the Assignment Effective Date, the monthly rent chargeable for the Premises, set in accordance with Section 4.01(a) of the Lease and adjustable in accordance with the terms thereof, is THREE THOUSAND TWENTY TWO AND 50/100 (\$3,022.50) (the “Fixed Rent”), due and payable to Landlord on the first day of each month, in advance of the month to which the rental amount is attributable.
- F. Assignor desires to assign to Assignee all of its right, title, and interest in, to, and under the Lease and the Premises.
- G. Assignor and Assignee desire to obtain Landlord’s consent to the assignment in accordance with Section 8.04 of the Lease.
- H. Landlord is willing to consent to said assignment on such terms and conditions as set forth in this Assignment so long as Assignor also personally guarantees Assignee’s performance under the Lease through the expiration of the Initial Term in accordance with that certain Guaranty of Lease of even date herewith (the “Guaranty”).

NOW THEREFORE, in consideration of the mutual covenants contained in this Assignment, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

Agreement

1. **Assignment and Consent.** As of the Assignment Effective Date, Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in and to the Lease. Assignee expressly assumes and agrees to be bound by, and to perform and comply with, every obligation of Assignor under the Lease. Landlord hereby consents to this assignment. Assignee agrees to indemnify, defend, and hold Assignor and its owners, directors, and officers harmless from and against all obligations of LESSEE under the Lease which arise from and after the Assignment Effective Date.

2. **Release.** Assignor shall still be responsible for performance of all obligations under the Lease arising prior to the Assignment Effective Date, including, without limitation, payment of the Fixed Rent and all Additional Rent to the Landlord. Except as otherwise set forth in the Guaranty, Assignor shall be released from all obligations of LESSEE under the Lease as of the Assignment Effective Date, provided that Assignor shall additionally remain liable for any claims arising from or in any way related to Assignor's occupation of the Premises prior to the Assignment Effective Date, including, but not limited, with respect to Section 8.02 ("Compliance with the Laws"), 7.05 ("Payment of Insurance Proceeds"), 9.05 ("Indemnification") and 11.09 ("Attorneys' Fees").

3. **Acceptance of Premises by Assignee.** ASSIGNEE HEREBY ACKNOWLEDGES THAT ASSIGNEE IS LEASING THE PROPERTY SOLELY IN RELIANCE ON ASSIGNEE'S OWN INVESTIGATION, AND THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS ASSIGNMENT, NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, HAVE BEEN MADE BY LANDLORD OR LANDLORD'S AGENTS. ASSIGNEE SHALL ACQUIRE USE OF THE PREMISES, INCLUDING ANY IMPROVEMENTS, EQUIPMENT, FIXTURES, AND PERSONAL PROPERTY CONVEYED BY ASSIGNOR, "**AS IS**" AND **WITH ALL FAULTS** AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS.

4. **No Warranty by Landlord.** LANDLORD HEREBY DISCLAIMS AND MAKES NO WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED IN FACT, OR IMPLIED IN LAW, RELATING TO THE MERCHANTABILITY, THE FITNESS OR SUITABILITY FOR ANY PURPOSE, OR THE CONDITION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR PRODUCTIVITY OF THE PREMISES OR ANY IMPROVEMENTS, EQUIPMENT OR SUPPLIES FOUND THEREON OR THEREIN.

5. **Estoppel.** Subject to any terms herein contained, the Lease represents the entire agreement between Landlord and Assignor prior to the Assignment Effective Date in respect to the leasing of the Premises, and is in full force and effect. To Landlord's current, actual knowledge, there are not any uncured defaults on the part of Assignor under the Lease, there is no circumstance or condition now existing which with the giving of notice or the passage of time (or both), which would constitute or become a default by Assignor of any of its obligations under the Lease, which gives rise or may give rise to any defense, or any right or claim of any right of offset, counterclaim or deduction by Landlord against any of its obligations under the Lease, or which violate or constitute a failure to

satisfy any condition on or for any of Landlord's obligations under the Lease. To Landlord's current, actual knowledge, Landlord has no claims, defenses, setoffs, or counterclaims against Assignor arising out of the Lease, or in any way relating thereto.

6. Warranties/Covenants of Assignor. Assignor warrants, represents, and covenants to Assignee, to the best of Assignor's knowledge, as follows:

- a. The Lease is in full force and effect and there are no written amendments thereto except as set forth in Exhibit A;
- b. Assignor is not in violation of any term of the Lease nor has Assignor been notified of any violation, defaults or other breach of a term of the Lease; and
- c. Landlord is not in violation of any term of the Lease.

7. Warranties/Covenants of Assignee. Assignee acknowledges and agrees that Landlord is in possession of Assignor's Deposit, and that, to the extent not applied or reduced by Landlord in accordance with Section 4.08 of the Lease and Section 8 of this Assignment, Assignor's Deposit shall be returned to Assignor at the expiration of the Initial Term, which shall occur October 31, 2021. Assignee warrants, represents, and covenants to Landlord and Assignor that Assignee has no interest in, or right to, Assignor's Deposit, and that, notwithstanding the foregoing, Assignee hereby fully and forever waives any claim, in law or in equity, to Assignor's Deposit. Assignee further covenants, warrants and represents to Landlord that it shall utilize the Premises in accordance with the Lease solely to conduct, in substantially similar form, the Business and for no other purpose.

8. Assignor's Grant of Authority. Assignor hereby authorizes Landlord, without condition, to remain in possession of Assignor's Deposit through the expiration of the Initial Term, which shall occur October 31, 2021, and to deduct from or otherwise apply Assignor's Deposit in accordance with Section 4.08 of the Lease and this Section 8, including, without limitation, to offset any losses to Landlord resulting from any default in payment or breach of the Lease by Assignee or its assign or successor. Assignor acknowledges and agrees that Landlord, in its sole and absolute discretion, shall make the final determination as to what portion of Assignor's Deposit, up to the full amount thereof, may be deducted by Landlord in accordance with the Lease and this Section 8. Assignor acknowledges and agrees that no deduction from or application of Assignor's Deposit by Landlord in accordance with this Assignment shall excuse, lessen or otherwise mitigate any obligation of Assignor under the Guaranty, and that all of Landlord's rights under this Assignment shall be cumulative with and not exclusive of those set forth in the Guaranty.

9. Assignee's Grant of Authority/Assignee's Release of Claims. Assignee hereby authorizes Landlord, without condition, to communicate to Assignor any act, failure to act or omission by Assignee which constitutes a default or breach, in Landlord's reasonable determination, of Assignee's full and punctual payment and performance of all present and future obligations, liabilities, covenants, and agreements required to be observed and performed or paid or reimbursed by Assignee under or relating to the Lease, or which cause Landlord to reasonably believe that Assignee may in the future commit such breach or default. Assignee hereby covenants and agrees that Assignee, and each of them, shall not bring any claim, whether at equity or law, against Landlord for any communication

of any nature made by Landlord to Assignor, in furtherance of Landlord's rights or Assignor's performance under the Guaranty, respecting or describing Assignee's performance under the Lease, including, without limitations, specific actions taken or statements, oral or written, made by Assignee. As against Landlord, Assignee unequivocally and forever releases and waives all causes of actions, claims, or legal rights related to or arising from such communications made by Landlord to Assignor. Landlord and Assignee intend and agree that the foregoing release shall be fairly construed to bar those actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected arising from the released claims; in furtherance of which intention the Landlord and Assignee expressly waive to the extent applicable any and all rights and benefits conferred upon them by the provisions of any law limiting the scope of a general release, including but not limited to, Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. Notices. After the Assignment Effective Date, any notices required under the Lease shall be sent to Assignee and Landlord at the following addresses pursuant to the notice requirements of the Lease:

Assignee: Felicia Borges, Antonio De La Torre
& Cheyenne Cardoza

Landlord: Tulare Local Healthcare District
Attn: Sandra Ormonde, CEO
P.O. Box 1136
Tulare, CA 93275

11. Controlling Law. This Assignment shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of California. The venue for any judicial proceeding brought by any Party with regard to any provision of or obligation arising under this Assignment shall be in Fresno, California. If any action of law or inequity, including an action for declaratory relief, results or is brought to enforce or interpret provisions of this Assignment, the prevailing Party shall be entitled to actual attorney's fees and cost of collection or enforcement of the judgment received by the prevailing Party, in addition to any other relief to which the prevailing Party may be entitled.

12. Entire Agreement. This Assignment constitutes the final, complete and exclusive statement between the Parties pertaining to the terms of Landlord's consent to the assignment, supersedes all prior and contemporaneous understandings or agreements of the Parties, and is binding

on and inures to the benefit of their respective heirs, representatives, successors and assigns. No Party has been induced to enter into this Assignment by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Assignment. Any agreement made after the date of this Assignment is ineffective to modify, waive, or terminate this Assignment, in whole or in part, unless that agreement is in writing, is signed by the Parties, and specifically states that agreement modifies this Assignment. In the event any provision of the Lease and this Assignment are inconsistent, this Assignment shall control.

13. Costs and Expenses. The Parties agree that each Party will bear its own costs and expenses, including, without limitation, any legal and administrative fees, incurred by such Party in connection with the negotiation, preparation, execution and delivery of this Assignment and any other documents to be delivered in connection herewith on the Assignment Effective Date or after such date.

14. Waiver. Except as explicitly stated herein, nothing contained in this Assignment will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms provisions, or conditions contained in the Lease. In addition, the acceptance of rents by the Landlord from Assignee or anyone else liable under the Lease or Guaranty will not be deemed a waiver by Landlord of any provisions of the Lease.

15. Capitalized Terms. All terms spelled with initial capital letter in this Assignment that are not expressly defined in this Assignment will have the respective meanings given such terms in the Lease.

16. Construction of Assignment. The terms of this Assignment have been negotiated by the Parties and the language used in this Assignment shall be deemed to be the language chosen by the Parties to express their mutual intent. This Assignment shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Assignment. No rule of strict construction will be applied against any person or Party.

17. Signatory Warranty. Each person executing this Assignment represents and warrants that such person is duly authorized to do so on behalf of the Party for whom the person signs this Assignment.

18. Successors and Assigns. The Parties' rights and obligations under this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

19. Severability. If any term or provision of this Assignment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Assignment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Assignment. If any provision or part thereof of this Assignment is stricken in accordance with the provisions of this paragraph, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

20. Cumulative Rights. Each right, remedy and power hereby granted to Landlord or allowed it by applicable law (or in equity) or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord at any time or from time to time.

21. Survival. Each provision of this Assignment which is intended by its terms to survive this Assignment shall survive termination of this Assignment whether or not such provision explicitly references survival.

22. Signatures/Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Assignment. For purposes of this Assignment, a facsimile or other electronic signature shall be deemed as valid and enforceable as an original.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Assignment, to be effective as of the Assignment Effective Date.

"Landlord"


TULARE LOCAL HEALTHCARE DISTRICT,
dba TULARE REGIONAL MEDICAL CENTER

By: _____
Name: Kevin Northcraft
Its: President of the Board

Date: _____

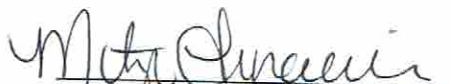
"Assignor"

MICHAEL LINCICUM and MITZI LINCICUM,
dba RE.VIVE TAN & SPA



Michael Lincicum

Date: 1/15/21



Mitzi Lincicum

Date: 1/15/21

"Assignee"

FELICIA BORGES,
ANTONIO DE LA TORRE and
CHEYENNE CARDOZA



Felicia Borges

Date: 01-15-2021



Antonio De La Torre

Date: 01-15-2021



Cheyenne Cardoza

Date: 01-15-2021

Exhibit A

The Lease

[Attached behind this page.]