

ASSIGNMENT OF LEASE AND CONSENT OF LESSOR

ASSIGNMENT OF LEASE

This Assignment of Lease and Consent of Lessor ("Agreement") is entered into and is effective as of October 6, 2016, by and between Martin Botham and Mary Botham, doing business as PRINCETON SEAFOOD COMPANY, hereinafter referred to as "Assignors," and Order at the Corner, Inc., a California corporation, hereinafter referred to as "Assignee."

RECITALS

1. SAN MATEO COUNTY HARBOR DISTRICT, (hereinafter referred to as "Lessor") executed that certain Lease dated November 20, 1980, and subsequent Assignment of Lease and Consent of Lessor, dated April 28, 1983, as amended (together referred to as the "Master Lease as Amended," a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
2. Under the terms of the Master Lease as Amended, Assignor leased the premises known as Parcel 1 of the concession building located at Pillar Point Harbor, El Granada, California, which premises are more fully described in the Master Lease and which are hereinafter referred to as the "Premises."
3. The term of the Master Lease as Amended is for a period of fifty (50) years expiring on December 31, 2031.
4. Albert Dunne and Heidi Franklin, personally and individually, have agreed to guarantee the obligations, undertakings, covenants, agreements, and liabilities of Assignee under the Master Lease as Amended, as evidenced by Exhibit B, upon the terms and conditions set forth in the Master Lease as Amended.
5. Assignor now desires to assign the Master Lease as Amended to Order at the Corner, Inc., a California corporation ("Assignee."), and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below, superseding any and all prior agreements between the parties.

NOW, THEREFORE, Assignor and Assignee agree as follows:

AGREEMENT

1. FOR VALUABLE CONSIDERATION, and subject to conditions set out below, Assignors hereby assign and transfer to Assignees all of Assignors' right, title and interest in and to the Master Lease as Amended, effective October 6, 2016.
2. Assignors hereby covenant with Assignee that they are the true and lawful owners of the Master Lease as Amended and of the leasehold interest created thereby, that their interest therein is free of any encumbrance and that, subject to the written consent of Lessor, which is set out below, they have the right to bargain, sell and transfer the Master Lease as Amended in the manner and form above written. Assignors further covenant that, as of the effective date of the Agreement, they have performed all of their duties and obligations under the Master Lease as Amended, including, without limitation, making all payments to Lessor as required thereunder.
3. Assignee hereby agrees to and does accept the assignment of the Master Lease as Amended, and it expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed, and fulfilled by Assignors as Lessee thereunder, including, without limitation, the making of all payments to Lessor when due and payable.
4. The assignment hereunder of the Master Lease as Amended and the leasehold estate created thereby is expressly conditioned upon the execution by Lessor of the Consent of Lessor, as specifically set out below, which accepts and acknowledges that Assignors will no longer have any continuing liability for the Master Lease as Amended terms. It is acknowledged and agreed by the parties hereto that the release of Assignors under the terms of this Assignment and as specifically set out in the Consent of Lessor below, is a material consideration in Assignors' willingness to enter into this Agreement.
5. Assignee acknowledges that the Master Lease as Amended may require certain updates and amendments to serve the interests of both Assignee and Lessor. As such, Assignee covenants that upon execution of this Agreement, it will cooperate with Lessor in good faith discussions to effect such amendments as necessary.
6. Assignee hereby agrees to indemnify and hold harmless Assignors, their successors and assigns, from any claims, damages, liabilities, expenses or penalties arising out of or relating to any default, breach or failure of performance of the Master Lease as Amended occurring or alleged to have occurred subsequent to the effective date of this Agreement.
7. Assignors hereby agree to indemnify and hold harmless Assignee, its successors and assigns, from any and all claims and damages, liabilities, expenses or penalties arising out of or relating to any default, breach or failure of performance of the Master Lease as Amended occurring or alleged to have occurred prior to the effective date of this Agreement.

8. In the event of any controversy, claim or dispute between Assignors, Assignee, and/or Lessor arising out of or relating to this Agreement or the breach thereof, the prevailing party or parties shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses, in addition to any other relief to which the prevailing party or parties may be entitled.
9. This Agreement shall be effective on November 1, 2016 or on the first day of the month following the execution of the "Consent of Lessor," set forth below.
10. All other terms and conditions of the Original Lease, and any amendments thereto, are to remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Agreement on the date first set above.

ASSIGNORS:

BY: _____
Martin Botham

Title: _____

BY: _____
Mary Botham

Title: _____

ASSIGNEE:

ORDER AT THE CORNER, INC.,
a California corporation

BY: _____

(print name)

Title _____

CONSENT OF LESSOR

The undersigned is the Lessor under the Master Lease as Amended described in the foregoing assignment. The undersigned hereby consents to the assignment of the Master Lease as Amended, and all rights and obligations thereunder, to Order at the Corner, Inc. ("Assignee") and hereby expressly releases Martin Botham and Mary Botham ("Assignors") from any liability or obligation arising under the Master Lease as Amended after the effective date of the foregoing assignment.

Dated: _____, 2016

SAN MATEO COUNTY HARBOR DISTRICT

BY: _____

ITS: _____

EXHIBIT A

[Master Lease, Dated November 20, 1980]

EXHIBIT B

PERSONAL GUARANTEE

This Personal Guarantee ("Guarantee") is made as of October 6, 2016, by Albert Dunne, a natural person acting individually, and Heidi Franklin, a natural person acting individually (collectively, "Guarantors") to and for the benefit of San Mateo County Harbor District ("Lessor"). Whereas, Martin Botham and Mary Botham ("Assignors") desire to assign and transfer the Master Lease as Amended to Order at the Corner, Inc., a California corporation ("Assignee").

This Guarantee is absolute and continuing. Guarantors hereby waive notice of acceptance of this Guarantee, notices of default, non-performance, partial performance, non-payment or partial payments in protest, notice of protest, and all other notices or formalities to which Lessor or Guarantor might otherwise be entitled pursuant to the Master Lease as Amended or by law. No failure or delay on Lessor's part in exercising any power, right or privilege hereunder shall impair any such power, right or privilege or be construed as a waiver of or acquiescence therein.

Lessor may, without notice to Guarantor, and without eliminating or in any way impairing the validity of Guarantor's obligations to Lessor under this Guarantee, grant modifications, additions or change orders to the Master Lease as Amended, extend time for performance, and take any such other appropriate acts related to Assignee's performance of its obligations under the Master Lease as Amended as Lessor deems necessary or appropriate. Guarantor hereby waives its right to require Lessor to (a) proceed against Assignee or any other assignee or other transferee of Assignee, (b) proceed against any other Guarantor of the Master Lease as Amended, (c) proceed against or exhaust any security or collateral Lessor may hold, or (d) pursue any other right or remedy for Lessor's benefit, before proceeding against Guarantor for the obligations guaranteed herein. Guarantor hereby agrees that Lessor may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Assignee or any other person without impairing Lessor's rights and remedies in enforcing this Guarantee, under which Guarantor's liabilities will remain independent and unconditional.

Guarantor agrees that one or more successive or concurrent actions may be brought herein against Guarantor, either in the same action in which Assignee is sued, or in separate actions as often as deemed advisable. The prevailing party in any such action shall be entitled to recover its costs including reasonable attorneys' fees.

This Guarantee shall inure to the benefit of Lessor's successors and assigns, and shall be binding on Guarantor's successors.

The invalidity of any provision of this Guarantee shall not affect the validity of this Guarantee as a whole, which shall remain in full force and effect in all other respects.

The validity of this Guarantee, its construction, interpretation, and enforcement, and the rights of Lessor and Guarantor shall be determined under, governed by, and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

The undersigned acknowledges that he/she has been afforded the opportunity to read this document carefully and to review it with an attorney of his/her choice before signing it. The undersigned acknowledges having read and understood the meaning and effect of this document before signing it.

IN WITNESS WHEREOF, Guarantor has executed this Guarantee on the date set forth above.

GUARANTORS:

By: _____
Name: Albert Dunne

By: _____
Name: Heidi Franklin