

**AGREEMENT FOR ASSIGNMENT, ASSUMPTION AND AMENDMENT OF
SUBLEASE, OPTION TO PURCHASE, AND RIGHT OF FIRST REFUSAL**

THIS AGREEMENT FOR ASSIGNMENT, ASSUMPTION AND AMENDMENT OF SUBLEASE, OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL (this “Agreement”), is entered into as of _____, 2025 by and among the City of Vacaville as successor agency (the “Successor Agency”) for the dissolved Redevelopment Agency of the City of Vacaville (the “Dissolved RDA”); the City of Vacaville, a public body corporate and politic organized and existing under the laws of the State of California (the “City”); and 551 Davis/Vacaville, LLC, a California limited liability company (the “Owner” or “Lessor”).

RECITALS

A. Vacaville Recreation Corporation, a nonprofit, public benefit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the “Corporation”), as sublessor, and the Dissolved RDA, as sublessee, entered into that certain Agreement for Sublease, Option to Purchase and Right of First Refusal dated as of September 27, 2002 (the “Lease”) of a portion of the improved real property (the “Subleased Premises”) situated on real property located in the City of Vacaville, County of Solano, State of California as described in the Lease (the “Property”). A copy of the Lease is attached hereto as Exhibit A and made a part hereof. Owner is the successor in interest to the Corporation’s interest in and to the Lease as a result of (i) the March 10, 2006 foreclosure sales by Wilmington Trust National Association, successor by merger to Wilmington Trust FSB (“Wilmington”), as indenture trustee under the Amended and Restated Trust Agreement dated as of November 15, 2002, pursuant to which \$7,880,000 in principal amount of tax exempt Lease Revenue Certificates of Participation (Vacaville Recreation Corporation) Series 1998 due 2025 were issued (the “Certificates”), under its deeds of trust against the Property and Lease, and (ii) Wilmington, as the highest bidder at the foreclosure sales, electing to take title to the Property in the name of Owner, a company which was formed by Wilmington for the sole purpose of holding title to the Property following the foreclosure on behalf of the Certificate holders. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

B. Pursuant to the terms of the Cooperation and Repayment Agreement between the Dissolved RDA and the City, dated September 24, 2002, the City has been responsible for the agreements and obligations of the Dissolved RDA under the Lease and the City has made payment on those obligations since 2002 from City funds.

C. Since 2002, the City has used the Subleased Premises to operate a gymnasium facility and other uses for the Vacaville community.

D. On or about January XX, 2025, by Resolution No. OBXXXX, the Oversight Board to the Successor Agency found that assignment of the Lease to the City of Vacaville would lessen

administrative obligation and burden associated with management of the Lease, therefore reducing liabilities of the Successor Agency.

E. The City has agreed to pay compensation to the Successor Agency in the amount of one hundred dollars (\$100.00) to assume any and all rights, title, options, interests, and privileges of the Successor Agency in and under the Lease.

F. The Successor Agency, as assignor (hereafter “Assignor”), and the City, as assignee (hereafter “Assignee”), desire by this Agreement for the Assignor to assign, and for Assignee to assume, perform and discharge, all of the rights, title, interests, privileges, obligations, duties and liabilities of the Assignor and the Dissolved RDA in and under the Lease.

G. The Assignor and the Assignee desire by this Agreement to acknowledge and for Owner to provide its consent to the aforesaid assignment and assumption. Assignee and Owner also desire to amend the Lease as more particularly set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual agreements and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Incorporation of Recitals. The Recitals set forth hereinabove are hereby referred to, incorporated herein and made a part of this Agreement.

2. Effective Date. This Agreement shall become effective as of January XX, 2025, when each of the parties shall have duly executed and delivered it.

3. Assignment and Assumption. Assignor does hereby assign, transfer, convey and set over to Assignee, and Assignee does hereby accept, all rights, title, interests, privileges, obligations, duties and liabilities of Assignor in and under the Lease including the purchase options and right of first refusal contained in the Lease and Exhibits “F” and “G” thereto. Assignee hereby accepts the assignment of the Lease and assumes and agrees to absolutely and unconditionally perform and discharge, as a direct obligation of Assignee to Lessor under the Lease, all terms, covenants, conditions, obligations, duties, liabilities and provisions of the Lease arising from and after the Effective Date, as and when the same become due or required of the lessee as set forth in the Lease. Without limiting the foregoing, from and after the Effective Date hereof, the lessee under the Lease shall be the Assignee.

4. Lessor’s Consent. By executing a counterpart hereof, Lessor hereby confirms its consent to the foregoing assignment and assumption pursuant to and in strict accordance with this Agreement.

5. Condition of the Subleased Premises. Assignee acknowledges that, vis-à-vis Lessor and Assignor, it is taking the Subleased Premises in its “as is” condition with all faults, and with no representations or warranties by Lessor or Assignor nor any employee or agent of Lessor or Assignor with respect to any portion of the Subleased Premises including, without limitation, any representation or warranty with respect to the suitability or fitness of the Subleased Premises for Assignee’s intended use. Assignee hereby acknowledges and agrees that Assignee has inspected the Subleased Premises and has satisfied itself as to their condition and suitability for Assignee’s intended use. In addition, except as expressly provided in the Lease, Lessor is not required to perform or pay for any repairs, replacements or improvements of the Premises.

6. Effectiveness of Lease. Except as provided in this Agreement, the Lease remains unchanged and in full force and effect in accordance with its terms.

Amendments to Lease.

7.1 References to the “Agency” in Articles III through X and Exhibits “F” and “G” of the Lease shall mean and refer to the Assignee and references to the “Corporation” in Articles III through X and Exhibits “F” and “G” shall mean and refer to the Lessor.

7.2 Section 4.9 of the Lease is amended to add the following provision at the end thereof: “Notwithstanding the foregoing or any other provision of this Sublease, the Agency’s obligation to reimburse the Corporation for the Shared Cost for electricity and gas usage for the Property shall be limited to 15% of the total amount thereof.”

7.3 Section 4.11 of the Lease is amended and restated in its entirety to read as follows: “The Corporation, at its cost, shall provide the following janitorial services for the Other Premises and the Agency, at its cost, shall provide the following janitorial services for the Subleased Premises, as applicable: (a) Daily Service: (i) sanitize restrooms, restock dispensers in restrooms, wet mop or floor wash tile floors, clean all sinks and mirrors, (ii) vacuum, mop and dust offices, (iii) vacuum and mop locker rooms, (iv) empty all waste baskets and garbage cans, (v) mop the floor in the traffic areas and adjacent to the bleachers, and (vi) sweep and dry mop floor in basketball area; (b) Weekly Service: (i) mop floors where mats are located, (ii) vacuum spring floor, (iii) damp mop floor in basketball area; and (c) Periodic Service in accordance with a schedule to be established by the Agency and the Corporation from time to time: (i) wax and polish all floors, and (ii) dust and clean all furniture, fixtures and equipment. In addition, if there are accidents, spills, or special events involving high use of any portion of the Subleased Premises or the Other Premises, the Corporation or the Agency, as applicable, shall undertake appropriate cleaning and maintenance. The Corporation shall replace fluorescent lighting tubes, electric light bulbs, ballasts and starters when required.

7.4 Section 6.1 of the Lease is amended and restated in its entirety to read as follows: “Assignment and Amendment by Agency. This Agreement may be assigned and/or amended only by a written agreement signed by all parties to this Agreement.”

7.5 Section 4.1(e) of the Lease is deleted.

7.6 Subsection (b) of the definition of “Shared Costs” contained in Section 4.9 of the Lease is amended and restated in its entirety to read as follows: “premiums for “Special Form” insurance on the Property in an amount equal to 100% of the replacement value of the Property, which the Corporation shall maintain continuously during the term of the Lease.”

7.7 Section 9.1, subsections (a) through (e) of the Agreement are deleted. Agency has previously satisfied all additional covenants in Section 9.1, subsections (a) through (e).

8. No Brokers. Each party represents and warrants that it has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement and, to each such party’s knowledge, no broker, finder or other person is entitled to any commission or finder’s fee in connection with any of these transactions. Each party agrees to indemnify, defend and hold harmless the other parties against any claims, losses, damages, liabilities or obligations, including costs and attorneys’ fees, incurred by reason of any brokerage commission or finder’s fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

9. Representations and Warranties re Lease. Each of Assignor, Assignee and Lessor hereby represents and warrants that as of the Effective Date: (i) there exists no breach, default or event of default by lessee under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by lessee under the Lease; (ii) the Lease is in full force and effect; (iii) there exists no breach, default or event of default by Lessor under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Lessor under the Lease, and neither Assignor nor Assignee has any offset or defense to its performance or obligations under the Lease; and (iv) Assignor has not previously assigned or otherwise transferred any part of its or the Dissolved RDA’s interest in the Lease and Assignor is the current lessee under the Lease.

10. Representations and Warranties of Due Authorization and Enforceability. Each of Assignor, Assignee and Lessor hereby represents and warrants that: (i) it has taken all necessary action required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement; (ii) it has the right, power and authority to execute, deliver and perform its obligations under this Agreement; (iii) no approvals or consents of any person or entity are necessary for it to consummate the transactions contemplated by this Agreement; and (iv) this Agreement constitutes the legal, valid and binding obligation thereof and enforceable against it in accordance with its terms.

11. Amendment and Waiver. This Agreement may be amended only by a written agreement signed by all parties to this Agreement. Waiver of any provision of this Agreement

shall not be deemed or constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns, if any, but nothing contained herein shall be deemed a waiver of the provisions of Section 6.1 of the Lease.

13. Counterparts and Electronic Delivery. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument. Any of the parties hereto may execute this Agreement by signing any such counterparts. The parties agree that the delivery of this Agreement by electronic transmission will have the same force and effect as delivery of original signatures and that each party may use electronic signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

14. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law principles. If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

15. Construction. This Agreement has been negotiated at arm's length and each party has been, or has had the opportunity to be, represented by legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

16. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all previous oral and written agreements, communications, representations or commitments.

17. Further Acts and Assurances. The parties covenant and agree that they will do such further acts, shall perform such further actions, and will execute such other and further instruments and documents that are or may become necessary or convenient to carry out, consummate, evidence or confirm the agreements and understandings contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT FOR ASSIGNMENT, ASSUMPTION AND AMENDMENT OF SUBLEASE, OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL as of the date first written above.

LESSOR:

551 DAVIS/VACAVILLE, LLC, a California limited liability company

By: Wilmington Trust Company
Its: Manager

By: _____
Steven Cimalore
Vice President

ASSIGNOR:

CITY OF VACAVILLE, as Successor Agency for the Dissolved VACAVILLE REDEVELOPMENT AGENCY, a public body corporate and politic organized and existing under the laws of the State of California

By: _____
Name: Aaron Busch
Title: Exec. Director Successor Agency

ASSIGNEE:

CITY OF VACAVILLE, a public body corporate and politic organized and existing under the laws of the State of California

By: _____
Name: Aaron Busch
Title: City Manager