

When recorded return to:  
Baydays, L.L.C.  
1681 1/2 Los Altos Road  
San Diego CA 92109-1322

APN 14-381-0001  
Escrow No: NCS-942553-SLC1

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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“Assignment”) is made effective this <sup>th</sup> 20 day of August 2019, by and between PAY INVESTMENTS LLC, a Delaware limited liability company (“Assignor”), and BAYDAYS, L.L.C., a California limited liability company (“Assignee”).

RECITALS

A. Assignor is now the Landlord and Walgreen Co. is the Tenant under that certain lease dated February 2, 2004 (the “Lease”) relating to the real property described on the attached Exhibit “A” (the “Property”), which Property has been conveyed to Assignee by Assignor by Warranty Deed of even date herewith. Assignor is the successor-in-interest to Boise Spectrum LLC, original Landlord under the Lease.

B. Assignor has agreed to assign the Lease to Assignee in connection with Assignor’s sale of the Property to Assignee.

THEREFORE, in consideration of TEN DOLLARS and other valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor does hereby SELL, ASSIGN, TRANSFER, AND DELIVER to Assignee the Lease, all of Assignor’s right, title, and interest in and to the Lease, and all of the rights, benefits and privileges of the landlord thereunder, including without limitation the rents and other charges to be payable under the Lease, all prepaid rents and security deposits, and all claims and actions, if any, against the tenants under the Lease, choate or inchoate, and all rents, issues, and profits of the Property (collectively, the “Assigned Rights”); TO HAVE AND TO HOLD all and singular the Lease unto Assignee, its successors and assigns, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Lease and other Assigned Rights unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim same, or any part thereof, by through or under Assignor, but not otherwise.

Assignor states that no other assignment by Assignor exists in connection with the Lease or Assigned Rights.

Assignor represents, warrants, covenants, and agrees that Assignor has performed and discharged any and all obligations of Assignor under the Lease arising as of the effective date of this Assignment. ASSIGNOR AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION EXISTING IN FAVOR OF OR ASSERTED BY LESSEES UNDER THE LEASE AND ARISING OUT OF OR RELATING TO ASSIGNOR’S FAILURE TO PERFORM ANY OF THE OBLIGATIONS UNDER THE SAID LEASE, ARISING OR ACCRUING ON OR PRIOR TO THE DATE OF THIS ASSIGNMENT, BUT NOT OTHERWISE.


Assignee assumes all liability, obligations, and duties to perform all of the terms and conditions of the Lease on the part of the Assignor to be performed after the date of this Assignment, and Assignee covenants and agrees to discharge any and all obligations of Assignor under the Lease arising after the effective date of this Assignment. ASSIGNEE AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION EXISTING IN FAVOR OF OR ASSERTED BY THE LESSEE UNDER THE LEASE AND ARISING OUT OF OR RELATING TO ASSIGNEE'S FAILURE TO PERFORM ANY OF THE OBLIGATIONS UNDER THE SAID LEASE, ARISING AFTER THE DATE OF THIS ASSIGNMENT, BUT NOT OTHERWISE.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Assignee covenants and agrees to deliver a signed statement to the tenant under the Lease acknowledging that the Lease has been assigned to Assignee, and Assignee has received and is responsible for tenant's security deposit, if any.

ASSIGNOR:

**PAY INVESTMENTS LLC,**  
a Delaware limited liability company

By:   
TRICIA SHINDECKER, Successor Trustee  
of The Tony V. Pay Revocable Living  
Trust and of the Charlotte L. Pay Revocable  
Living Trust

ASSIGNEE:

**BAYDAYS, L.L.C.** a California limited liability company

By: \_\_\_\_\_  
MICHAEL COPLEY, Manager

PLEASE SEE ATTACHED  
CALIFORNIA ALL-PURPOSE  
ACKNOWLEDGEMENT FORM

MT, 08/14/2019

Assignee assumes all liability, obligations, and duties to perform all of the terms and conditions of the Lease on the part of the Assignor to be performed after the date of this Assignment, and Assignee covenants and agrees to discharge any and all obligations of Assignor under the Lease arising after the effective date of this Assignment. ASSIGNEE AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION EXISTING IN FAVOR OF OR ASSERTED BY THE LESSEE UNDER THE LEASE AND ARISING OUT OF OR RELATING TO ASSIGNEE'S FAILURE TO PERFORM ANY OF THE OBLIGATIONS UNDER THE SAID LEASE, ARISING AFTER THE DATE OF THIS ASSIGNMENT, BUT NOT OTHERWISE.

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ASSIGNOR:

**PAY INVESTMENTS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
TRICIA SHINDLEDECKER, Successor Trustee  
of The Tony V. Pay Revocable Living  
Trust and of the Charlotte L. Pay Revocable  
Living Trust

ASSIGNEE:

**BAYDAYS, L.L.C.** a California limited liability company

By:  \_\_\_\_\_  
MICHAEL COPLEY, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1129



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Sonoma

On 08/14/19 before me, Matt McIlroy Tyler Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tricia anne Shindledecker  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/his/their authorized capacity(ies), and that by his/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Matt McIlroy Tyler  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment & Assumption of Lease

Document Date: 08/14/2019 Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

- |  |  |
|--|--|
| Signer's Name: _____   | Signer's Name: _____   |
| <input type="checkbox"/> Corporate Officer – Title(s): _____   | <input type="checkbox"/> Corporate Officer – Title(s): _____   |
| <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator                    | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator                    |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |
| Signer is Representing: _____  | Signer is Representing: _____  |

**NOTARY ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF SAN DIEGO    )

On **August 15, 2019**, before me, Angela Franchesca Avalos, Notary Public, personally appeared Michael Copley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Franchesca Avalos  
Signature of Notary



EXHIBIT A

PARCEL 1:

A part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Clinton, Davis County, Utah:

Beginning at a point on the North Line of State Road 37 (1800 North Street) being 212.00 feet North 89°59'17" East along the Quarter Section Line and 42.02 feet North 0°07'29" East from the West Quarter Corner of said Section 27; and running thence South 89°59'17" West 142.00 feet along said North Line; thence North 44°56'37" West 21.19 feet to a point on the East Line of State Road 108 (2000 West Street) as widened to 55.00 foot half-width; thence North 0°07'29" East 234.00 feet along said East Line; thence North 89°59'17" East 57 feet; thence South 0°07'29" West 8.52 feet; thence North 89°59'17" East 251 feet; thence South 0°07'29" West 240.48 feet to the North Line of State Road 37 (1800 North Street) as widened to 42.02 foot half-width; thence South 89°59'17" West 151.00 feet along said North Line to the point of beginning.

Said Parcel 1 is also known as:

All of Lot 1, PIONEER SQUARE SUBDIVISION, according to the Official Plat thereof, having been recorded June 4, 2004 as Entry No. 1992115 in Book 3554 at Page 508 in the office of the Davis County Recorder.

PARCEL 1A:

Together with those certain rights appurtenant to Parcel 1 as created through that certain Reciprocal Easement Agreement dated February 2, 2004 and recorded February 5, 2004 as Entry No. 1960275 in Book 3470 at Page 1005, and as amended in the First Amendment to Reciprocal Easement Agreement, recorded August 30, 2004 as Entry No. 2013948 in Book 3613 at Page 1428, and as further amended in the Second Amendment to Reciprocal Easement Agreement recorded July 10, 2008 as Entry No. 2378855 in Book 4571 at Page 646 of Official Records.