

ORIGINAL

**ASSIGNMENT AND ASSUMPTION AGREEMENT
BY AND AMONG THE CITY OF RIVERSIDE AND
RUBEN BARRAGAN AND LUIS HERNANDEZ, dba FIRE UP GRILL**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is entered into this _____ day of _____, 2025, by and among the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Landlord”), RUBEN BARRAGAN, an individual (“Barragan”), and LUIS HERNANDEZ, an individual, doing business as FIRE UP GRILL (“Hernandez”) referred to collectively as “Tenants.”

RECITALS

WHEREAS, on August 10, 2017, Landlord and the Tenants entered into a Commercial Multi-Tenant Lease – Triple Net (“Lease”), for lease of the premises located at Mission Square, 3750 University Avenue, Suite M, Riverside, California 92501; and

WHEREAS, on October 2, 2018, Landlord and the Tenants entered into a First Amendment to Commercial Multi-Tenant Lease – Triple Net (“First Amendment”), to amend the Commencement Date, Due Diligence Period, and Tenant Improvement Allowance; and

WHEREAS, on November 15, 2023, Landlord and the Tenants entered into a Second Amendment to Commercial Multi-Tenant Lease – Triple Net (“Second Amendment”), to extend the term of the Lease and amend the Base Rent;

WHEREAS, any reference hereinafter to the “Lease” shall include the Lease as subsequently amended, including the First Amendment and Second Amendment; and

WHEREAS, Barragan wishes to assign its rights, title and interest in, to and under, and all of its rights and obligations under the Lease to Hernandez, and Hernandez has agreed to so accept and assume; and

WHEREAS, Landlord desires to consent to such assignment pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated herein by this reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Barragan hereby grants and assigns to Hernandez all of his rights, title and interest in, to and under, and all of his rights and obligations arising out of or relating to the Lease.
2. Assumption of Assignment. Hernandez hereby accepts and assumes the foregoing assignment by Barragan of all his rights, title and interest in, to and under, and all rights and obligations of Hernandez arising out of or relating to the Lease, in accordance with the terms and conditions of the Lease.
3. Consent. Landlord hereby consents to such assignment and assumption. Landlord’s consent to this assignment and assumption is not intended to and shall not amend,

modify, or delete in any way the rights and obligations of the Landlord, Barragan, or Hernandez under the Lease.

4. Tenant's contact person is Luis Hernandez, whose address and telephone number is Luis Hernandez, 5815 Virginia Place, Riverside, CA 92506; telephone (909) 561-4153.

5. As required by Section 10.3.5 of the Lease, this Assignment shall not become effective until either Barragan or Hernandez provide to the Landlord a non-refundable deposit of \$1,000.

6. Miscellaneous Provisions.

a. Severability. Provisions of this Assignment are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

b. Sole Agreement. This Assignment represents the final, sole and entire agreement between the Parties and, except as expressly stated herein, supersedes all prior agreements, negotiations and discussions between parties with respect to the subject matters contained herein. This Assignment is fully integrated.

c. Governing Law. This Assignment shall be construed in accordance with its fair meaning and in accordance with the laws of the State of California. Should any action be brought in state or federal court, venue shall be in the County of Riverside.

d. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. Amendment or Modification. This Assignment may be amended or modified only by a written instrument signed by all Parties or their successors in interest.

f. Successors and Assigns. This Assignment shall apply to, bind and inure to the benefit of the Parties and their respective successors and assigns.

g. Authority. The individuals executing this Assignment for each Party or entity are duly authorized representatives and each such individual has the requisite authority to enter into this Assignment on behalf of his or her principal.

h. Interpretation. In interpreting this Assignment, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that its attorneys were solely responsible for drafting this Assignment or any provision thereof.


[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on the date first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

RUBEN BARRAGAN, an individual

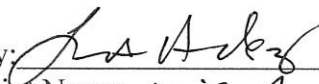
By: _____
City Manager

By:  _____
Print Name: Ruben Barragan

ATTEST:

LUIS HERNANDEZ, an individual

By: _____
City Clerk

By:  _____
Print Name: Luis A. Hernandez

APPROVED AS TO FORM:

By:  _____
Assistant City Attorney