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Landmark Title Assurance Agency

WHEN RECORDED MAIL TO:

AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company
Attn: Michael Ennabe, Esq.
11310 Valley Blvd.
El Monte, CA 91731

0194897 2 of 2

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

ASSIGNMENT AND ASSUMPTION OF GP/LET LEASE

ASSIGNMENT AND ASSUMPTION OF GPLET LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GPLET LEASE ("**Assignment**") is made this 30 day of August, 2021 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to Assignor certain land and improvements located in Chandler, Arizona pursuant to the Land and Improvements Lease for Site 3, Parcels 2A and 2B dated March 29, 2019 and the corresponding Memorandum of Land and Improvement Lease for Site 3 Parcels 2A and 2B dated April 22nd, 2019 recorded as Document No. 2019-0285828 in the Official Records of Maricopa County (collectively, the "**GPLET Lease**").

B. Assignor desires to assign the GPLET Lease to Assignee and Assignee desires to accept the assignment and of the GPLET Lease from Assignor and assume all of the obligations of Assignor under the GPLET Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

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1. Assignor assigns and transfers to Assignee all right, title and interest in the GPLET Lease to Assignee and Assignee accepts from Assignor all right, title and interest.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the GPLET Lease from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Landlord under the GPLET Lease as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

- (i) Assignor entered into the GPLET Lease;
- (ii) there exists no default in any of the terms, conditions, covenants or other provisions of the GPLET Lease;
- (iii) Assignor has full and lawful authority to assign the GPLET Lease to Assignee.

4. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's breach of the GPLET Lease with respect to any period existing on or prior to the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

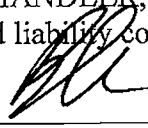
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

DT CHANDLER, LLC, an Arizona limited liability company

AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company

By:  _____

By: **SIGNED IN COUNTERPART** _____

Name: Bret Anderson
Title: Manager

Name: Michael Ennabe
Title: Managing Member

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

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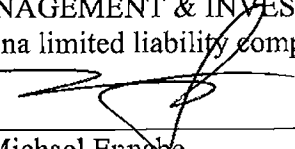
ASSIGNOR:

DT CHANDLER, LLC, an Arizona limited liability company

By: **SIGNED IN COUNTERPART**
Name: Bret Anderson
Title: Manager

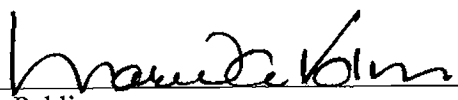
ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company

By: 
Name: Michael Ennase
Title: Managing Member

STATE OF ARIZONA }
 }
 } ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this 26TH day of August, 2021 by BRET ANDERSON, Manager of DT CHANDLER LLC, an Arizona limited liability company.

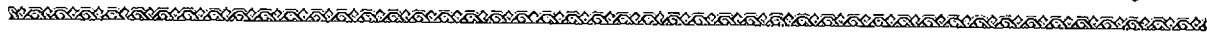


Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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)

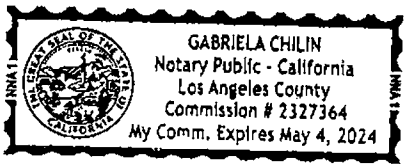
County of Los Angeles)

On August 27, 2021 before me, Gabriela Chilin, Notary public
Date Here Insert Name and Title of the Officer

personally appeared Michael Ennabe
Name(s) of Signer(s)

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 foregoing paragraph is true and correct.



Unofficial Document WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

LEGAL DESCRIPTION

PARCEL NO. 1:

Lots 2A and 2B, DOWNTOWN CHANDLER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1497 of Maps, Page 37.

PARCEL NO. 2:

A portion of that certain North/South alley right-of-way as shown on the final plat for SAN MARCOS COMMONS, according to the plat of record in the office of the county recorder of Maricopa county, Arizona, recorded in Book 865 of Maps, Page 18, records of Maricopa county, Arizona, being a part of the Northeast quarter of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa county, Arizona, more particularly described as follows:

Commencing at a brass cap in a hand hole, marking the Northeast corner of said Section 33, from which a brass cap flush at the intersection of Chandler Boulevard and Oregon Street bears South 89 degrees 38 minutes 04 seconds West, a distance of 409.95 feet;

Thence South 89 degrees 38 minutes 04 seconds West, along the center line of Chandler Boulevard, a distance of 195.93 feet;

Thence South 00 degrees 21 minutes 56 seconds ^{Unofficial Document} East, a distance of 50.87 feet to a point on the East line of that certain North/South alley right-of-way, said point also being the TRUE POINT OF BEGINNING;

Thence South 00 degrees 40 minutes 46 seconds West, along said East line, a distance of 161.86;

Thence South 89 degrees 47 minutes 02 seconds West, a distance of 4.70 feet;

Thence North 00 degrees 12 minutes 58 seconds West, a distance of 17.84 feet;

Thence South 89 degrees 47 minutes 02 seconds West, a distance of 20.02 feet;

Thence North 00 degrees 40 minutes 46 seconds East, along the West line of that certain North/South alley right-of-way, a distance of 145.02 feet;

Thence North 89 degrees 47 minutes 02 seconds East, a distance of 14.42 feet;

Thence South 00 degrees 12 minutes 58 seconds East, a distance of 1.00 feet;

Thence North 89 degrees 47 minutes 02 seconds East, a distance of 10.56 feet to the TRUE POINT OF BEGINNING.