

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Assignment”) is entered into as August XX, 2017, by and between the City of Santa Paula, a municipal corporation (“Assignor”) and the California Oil Museum Foundation, a non-profit entity (“Assignee”) and consented to by Chevron U.S.A. Inc, a corporation (“Chevron”).

RECITALS

A. Assignor and Chevron are parties to that Lease Agreement dated July 1, 1993 (the “Lease Agreement”) by which City leases certain buildings, land, and exhibits located at 1001-1003 East Main Street in the City of Santa Paula (the “Premises”) for the purposes of a museum.

B. Assignor desires to assign to Assignee all of its rights, interests and obligations in the Lease Agreement to Assignee in order to continue the operations of the museum at the Premises and Chevron is willing to consent to such assignment.

C. Pursuant to Paragraph 34 of the Lease Agreement, Assignor may assign the Lease Agreement to a non-profit entity formed for the purpose of operating and maintaining the museum at the Premises and Chevron shall consent to the assignment to the non-profit entity.

D. The California Oil Museum Foundation is a non-profit entity formed for the purpose of operating and maintaining the museum at the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree, and Chevron does hereby consent, as follows:

1. Assignment. Assignor hereby assigns to Assignee, effective as of the Effective Date, without representation or warranty of any kind or nature, all of its right, title, interest, burdens and obligations (arising from and after the Effective Date) of Assignor under the Lease Agreement with respect to the Premises (the “Assumed Rights and Obligations”).

2. Assumption by Assignee. Assignee hereby accepts the foregoing assignment and assumes, as of the Effective Date, all of the Assumed Rights and Obligations, and agrees to observe and fully perform all of the Assumed Rights and Obligations, and to be subject to all of the terms and conditions of the Assignor under the Lease Agreement.

3. Release of Assignor. The parties hereto intend that this Assignment shall effectuate the release of Assignor from all the Assignor's burdens and obligations with respect to the Assumed Rights Obligations, effective as of the Effective Date, and Chevron hereby expressly consents to such release of Assignor, as permitted under Paragraph 34 of the Lease Agreement.

4. Indemnification. Assignee agrees to indemnify, defend (with counsel satisfactory to the Assignor) and hold Assignor, its partners, officers, directors and employees harmless from

any claim, loss, cost, liability or expense, including attorney fees and court costs, relating to Assignor's acts or omissions under the Lease Agreement and accruing prior to the effective date of this Assignment.

5. Notice. Any notice required to be made or given pursuant to the provisions of the Lease Agreement may be either personally served upon the party or deposited in the United States mail, postage prepaid to:

California Oil Museum Foundation
[INSERT ADDRESS]
ATTN: PRESIDENT

City of Santa Paula
Attn. City Manager
970 Ventura Street
Santa Paula, CA 93060

Chevron
[INSERT ADDRESS]
ATTN: PRESIDENT

6. Miscellaneous

(a) **Severability.** If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected.

(b) **Waivers.** No waiver or breach of any covenant or provision shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

(c) **Construction.** Headings are solely for the parties' convenience, are not a part of this Assignment, and shall not be used to interpret this Assignment. The singular form shall include plural and vice versa. This Assignment shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Assignment.

(d) **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(e) **Amendment.** This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee and consented to by Chevron.

(f) **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance,

approvals, consents, and any further instruments or documents that are necessary or proper to complete the assignments contemplated by this Assignment, and/or to carry out the intent and purpose of this Assignment.

(g) **Third-Party Rights.** Nothing in this Assignment, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

(h) **Governing Law.** This Assignment shall be governed and construed in accordance with California law and any suit or action initiated by either party shall be brought in Ventura County, California.

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

Assignee:

California Oil Museum Foundation,
a non-profit entity

By: _____

Name: _____

Its: _____

Assignor:

City of Santa Paula,
a municipal corporation

By: _____

Name: _____

Its: _____

Consent to Assignment by Chevron:

Chevron U.S.A. Inc,
a corporation

By: _____

Name: _____

Its: _____

Attest:
