

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

AFTER RECORDING RETURN TO:

The Ng Family Trust

1141 Upper Happy Valley Rd.

Lafayette, CA 94549

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Assignment and Assumption of Lease

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

GGD Oakdale LLC, a California Limited Liability Company

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Yui Cheong Ng and Shuet Yi Ng, Trustees of the Ng Family Trust Dated August 31, 2015
a California Trust

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$

☒ Other

5) SEND TAX STATEMENTS TO:

Same address as above

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE:

☐

FULL

(If applicable)

☐

PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$

8) If this instrument is being Re-Recorded, complete the following statement, in

accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF _____ TO CORRECT _____"

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Assignment") is made and entered into as of this 29th day of August, 2017 ("Assignment Date"), by and between GGD Oakdale, LLC, a California limited liability company ("Assignor"), Yui Cheong Ng and Shuet Yi Ng, Trustees of the Ng Family Trust Dated August 31, 2015 ("Assignee"), with reference to the following facts.

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement, made and entered into as of May 15, 2017 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor that certain improved real property as described in Exhibit A attached hereto and made a part hereof (the "Real Property") together with all (i) improvements, structures and fixtures (other than trade fixtures) (collectively, the "Improvements") and personal property (the "Personal Property") actually owned by Assignor (if any) located in, on or about the Real Property or the Improvements and actually used in the operation of the Improvements, and (ii) easements, appurtenances, rights and privileges actually belonging thereto (collectively, the "Appurtenances"). The Real Property, the Improvements, the Personal Property and the Appurtenances are collectively referred to herein as the "Property."

B. Assignor has previously entered into a certain lease of the Property, dated May 26, 2016 (the "Lease") as disclosed by the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements recorded August 10, 2017 in 2017-009021m Klamath County Records.

C. Assignor presently has a security deposit from the tenant under the Lease in the total amount of NONE (the "Security Deposit").

D. Assignee has acquired fee title to the Property from Assignor on the Assignment Date. Assignor now desires to assign and transfer to Assignee all of Assignor's rights and interests in and to, and obligations under, the Lease and the Security Deposit, and Assignee desires to assume all of Assignor's rights, title, interests and obligations in, to and under the Lease and the Security Deposit, as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Effective as of the Assignment Date, Assignor hereby grants, transfers, conveys, assigns and delegates to Assignee all of the rights, interests and obligations of Assignor in, to and under the Lease and the Security Deposit. Assignee hereby accepts such assignment and delegation by Assignor and expressly and unconditionally assumes and covenants to keep, perform, fulfill and discharge from and after the date of this Assignment all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor as landlord in and under the Lease and with respect to the Security Deposit accruing from and after the date of this Assignment.

2. Dispute Costs. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including without limitation, reasonably attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment

in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. Assignor and Assignee hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

4. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

5. Limited Liability. This Assignment is made without recourse and without any express or implied representation or warranty of any kind or nature, except as expressly set forth in the Purchase Agreement. Assignee on its own behalf and on behalf of its agents, members, partners, employees, representatives, successors and assigns hereby agrees that in no event or circumstance shall any of the members, partners, employees, representatives, officers, directors, agents, property management company, affiliated or related entities of Assignor or Assignor's property management company, have any personal liability under this Assignment, or to any of Assignee's creditors, or to any other party in connection with the Property.

6. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.


7. Indemnification. Assignor hereby agrees to indemnify, defend and save Assignee harmless from and against any and all claims, suits, actions, damages, charges, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of suit and disbursements) that Assignee may sustain by reason of Assignor's failure to observe or perform any of the terms, covenants or conditions to be performed under the Lease arising or accruing prior to the Assignment Date.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNOR:

GGD OAKDALE, LLC
a California limited liability company

By: 
Sanjiv Chopra, Manager

ASSIGNEE:

Yui Cheong Ng and Shuet Yi Ng, Trustees of the Ng Family Trust dated August 31, 2015

By: _____
Shuet Yi, Trustee

By: _____
Yui Cheong Ng, Trustee

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 ALAMEDA

On 8/29/17 before me, DENISE DRAPER, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared SANJIV CHOPRA

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.

WITNESS my hand and official seal.

Denise Draper
Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: ASSIGNMENT AND ASSUMPTION OF LEASE

Document Date: _____ Number of Pages: 3

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s): _____

☐ Individual

☐ Corporate Officer

(Title(s)) _____

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNOR:

GGD OAKDALE, LLC
a California limited liability company

By: _____
Sanjiv Chopra, Manager

ASSIGNEE:

Yui Cheong Ng and Shuet Yi Ng, Trustees of the Ng Family Trust dated August 31, 2015

By: Shuet Yi Ng
Shuet Yi, Trustee SHUET YI NG

By: Yui Cheong Ng
Yui Cheong Ng, Trustee

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 Contra Costa

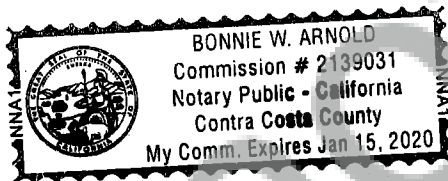
On 8/29/17 before me, Bonnie W. Arnold, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Shuet Yi Ng and
Name(s) of Signer(s)
Yui Cheong Ng.

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.

WITNESS my hand and official seal.



Signature Bonnie W. Arnold
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: Assignment and Assumption of Lease Document Date: 8/29/17

Number of Pages: 3 Signer(s) Other Than Named Above: Sanjiv Chopra manager

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shuet Yi Ng.

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

Signer Is Representing: _____

Signer's Name: Yui Cheong Ng

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

Signer Is Representing: _____