

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

SummerHill N40 LLC
777 California Avenue
Palo Alto, California 94301
Attn: General Counsel

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION OF NORTH 40
TRANSPORTATION DEMAND MANAGEMENT AGREEMENT (MARKET HALL)**

THIS ASSIGNMENT AND ASSUMPTION OF NORTH 40 TRANSPORTATION DEMAND MANAGEMENT AGREEMENT (MARKET HALL) ("Assignment") is made and entered into on this ____ day of _____, 2022, by and between SUMMERHILL N40 LLC, a California limited liability company ("Assignor") and YUKI FARMS, a California general partnership ("Assignee").

RECITALS

A. Assignor was the owner of that certain real property located in the Town of Los Gatos ("Town"), County of Santa Clara (the "County"), State of California, generally known and described as the Market Hall Unit, as described in that certain Condominium Plan, Market Hall, Tract 10441, North 40, Los Gatos, California, and more particularly described on Exhibit A attached hereto (the "Property").

B. Assignor and the Town entered into that certain North 40 Transportation Demand Management Agreement (Market Hall) recorded in the Official Records of the County on September 28, 2020 as Instrument No. 24632514 ("TDM Agreement").

C. Pursuant to the terms of the Real Estate Purchase and Sale Agreement and Joint Escrow Instructions by and between Assignor and Assignee with an Effective Date of August 31, 2021 ("Purchase Agreement"), Assignor has conveyed and transferred the Property to Assignee.

D. Assignor desires to assign, and Assignee desires to assume, Assignor's rights, duties and obligations under the TDM Agreement. Capitalized terms used in this Assignment but not defined herein shall have the meaning given such terms in the TDM Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights and Obligations. Subject to the terms and conditions of this Assignment, as of the Effective Date (hereinafter defined), Assignor hereby assigns, transfers and grants to the Assignee, and its successors and assigns, all of Assignor's right, title, interest, obligations, duties and responsibilities under the TDM Agreement which accrue, arise or are required to be performed from and after the Effective Date, including, without limitation, the obligation to pay the TDM Contribution to the Town, as set forth in the TDM Agreement (collectively, the "Rights and Obligations").

2. Assumption of Rights and Obligations. Assignee, for itself and its successors and assigns, hereby accepts such assignment and assumes all of the Rights and Obligations under the TDM Agreement which accrue, arise or are required to be performed from and after the Effective Date. Assignee agrees, expressly for the benefit of the Town, to comply with, perform and execute all the covenants and obligations of "SummerHill" under the TDM Agreement which accrue, arise or are required to be performed from and after the Effective Date, it being the express intention of both the Assignor and the Assignee that, from and after the Effective Date of this Assignment, the Assignee shall become substituted for the Assignor as "SummerHill" under the Agreement. From and after the Effective Date, Assignor shall be released from all Rights and Obligations under the TDM Agreement which accrue, arise or are required to be performed from and after the Effective Date.

3. Effective Date. The effective date of this Assignment shall be the date of the transfer of record title to the Property to Assignee.

4. Miscellaneous.

4.1 Successors and Assigns. All of the covenants, terms, and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.2 Counterparts. This Assignment may be executed in one or more counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and the signature pages shall be assembled to form a single original document.

4.3 Governing Law. This Assignment shall be governed by the laws of the State of California.

4.4 Notices. The notices address for "SummerHill" pursuant to Section 11 of the Agreement shall be as follows:

If to SummerHill: Yuki Farms
15495 Los Gatos Boulevard, Suite 11
Los Gatos, CA 95032
Attn: Ed Morimoto

Harmonie Park Development
221 Bachman Avenue
Los Gatos, CA 95030

Attn: Don Capobres and Wendi Baker

Kennedy, Archer & Giffen
24591 Silver Cloud Court, Suite 200
Monterey, CA 93940
Attn: Nolan M. Kennedy

4.5 Severability. If any provision of this Assignment is held invalid, the remainder of this Assignment shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

4.6 Valid Signatures. The undersigned is duly authorized to sign, acknowledge and deliver this Assignment on behalf of the undersigned, and no other signatures are required or necessary in connection with the execution and validity of this Assignment.

[Signatures on Next Page]

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

SummerHill N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company,
its Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

Yuki Farms, a California general partnership

By: Morimoto Family Trust dated September 17, 1998,
Its authorized general partner

By: _____
Edward S. Morimoto, 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 _____)

On _____ before me, _____,
personally appeared _____,
_____ , 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 _____

(Seal)

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 _____)

On _____ before me, _____,
personally appeared _____,
_____ , 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 _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 1

A condominium consisting of: (1) a separate interest in the “Market Hall Unit” as shown on the Condominium Plan (the “Plan”) recorded on November 1, 2022, as Document No. 2022-25395000 in the records of Santa Clara County, California, and as further described in the Market Hall Declaration of Restrictions (CC&Rs) recorded on _____, as Document No. _____ in Santa Clara County, California, and any amendments and annexations thereto (the “Declaration”); and (2) an undivided equal interest in the Common Area as described in the Plan and the Declaration, which condominium is located on the real property described on the map entitled “Tract 10441” (the “Map”) recorded on October 11, 2018, in Book 918 of Maps at pages 4 through 18, in the records of Santa Clara County, California.

RESERVING THEREFROM THE FOLLOWING:

(i) The exclusive right to use all of those areas designated as “Exclusive Use Common Area” as described in the Declaration and Plan set aside and allocated for the exclusive use of the Owners of Condominiums other than the Condominium described in Parcel No. 1, above; and

(ii) Easements and rights for use, enjoyment, access, ingress, egress, encroachment, maintenance, repair, replacement, drainage, support, and other purposes as described in the Declaration.

SUBJECT TO:

Nonexclusive rights of ingress, egress and support through the Common Area.

PARCEL NO. 2

Nonexclusive rights of ingress, egress and support in, through and over the Common Area.

PARCEL NO. 3

An exclusive right to use the area(s) designated as Exclusive Use Common Area(s) that are appurtenant to Parcel No. 1 above as described in the Declaration and the Plan.