

## ASSIGNMENT, ASSUMPTION, AND NOVATION AGREEMENT

This Assignment, Assumption, and Novation Agreement (this “**Agreement**”), dated as of May 29, 2021 (“**Effective Date**”), is entered into by and between Fallen Leaf Lake Community Services District, a public agency existing and organized under the California Government Code (the “**District**”), California Land Management Services Corporation, a California limited liability company (“**Assignor**”), and RRM-CLM Services LLC, a Delaware limited liability company (“**Assignee**”). The District, Assignor and Assignee are each referred to as a “**Party**” and together as the “**Parties**”.

### RECITALS

A. Assignor and the District are parties to that certain Amended and Restated Concessionaire Agreement date May 2015 (the “**Concessionaire Agreement**”).

B. Assignor and Assignor entered into an Asset Purchase Agreement dated July 3, 2020 (“**Asset Purchase Agreement**”) whereby Assignor sold substantially all of its assets to Assignee, including but not limited to its rights and obligations to the Concessionaire Agreement.

C. Assignee desires to assume, perform and discharge all of Assignor’s duties, obligations (except for payment obligations) and liabilities under the Concessionaire Agreement whether arising before after the Effective Date.

D. The District acknowledges and agrees to this assignment.

### AGREEMENT

In consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns all of Assignor’s right, title and interest in, to and under the Concessionaire Agreement (the “**Assignment**”). Assignee agrees to perform and discharge all of Assignor’s duties, obligations and liabilities under the Concessionaire Agreement in all respects, *mutatis mutandis*, as if Assignee were the original party to the Concessionaire Agreement.

2. Assumption. Assignee hereby assumes and accepts the foregoing Assignment.

3. Novation.

(a) The Parties agree that the assignment and assumption contemplated by this Agreement also constitutes a novation of the Concessionaire Agreement by Assignor to Assignee.

(b) The District hereby approves of the assignment and novation of the Concessionaire Agreement and confirmed that all conditions for such assignment and novation are satisfied by this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

5. Amendments. No amendment or modification to this Agreement shall be effective unless and until made in writing and signed by the Parties.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement notwithstanding that all parties are not signatories to the same counterpart. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. Further Assurances. Each of the Parties shall execute and deliver such additional assignments, documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the assignment and assumption contemplated hereby.

8. General. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

[Remainder of page was intentionally left blank]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment, Assumption, and Novation Agreement to be executed by its duly authorized representative with the intent that it be effective on of the date set forth above.

**ASSIGNOR:**

**California Land Management Services Corporation**

By: \_\_\_\_\_  
Name: Eric Mart  
Title: President

**ASSIGNEE:**

**RRM-CLM Services LLC**

By: \_\_\_\_\_  
Name: Warren Meyer  
Title: President and Managing Member

**Acknowledged and Agreed**

**Fallen Leaf Lake Community Services  
District**

By: \_\_\_\_\_  
Name: Robert J. Cathcart  
Title: Board President

\_\_\_\_\_  
Attest