

EXHIBIT B

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT FOR LEASE AGREEMENT FOR SAN BERNARDINO SOCCER COMPLEX

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (“Consent”) is made as of this [REDACTED] day of [REDACTED], 2024 (“Effective Date”), by and among the City of San Bernardino, a charter city and municipal corporation (“City”), San Bernardino Soccer, LLC, a California limited liability company, (“Assignor”), and World Sports Solutions International, LLC, a California limited liability company (“Assignee”). City, Assignor and Assignee may be individually referred to herein as a “Party,” and collectively referred to as the “Parties.”

RECITALS

- A. City and Assignor have entered into the Lease Agreement for the San Bernardino Soccer Complex, dated October 19, 2015 (the “Agreement”). A copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference.
- B. Assignor now desires to assign to Assignee all of its rights, duties, and obligations in, to, and under the Agreement (“Assignment”).
- C. Pursuant to Section 25 of the Agreement, an assignment shall not be operative except upon the written consent of the City and any attempted assignment without such consent shall be invalid and void.
- D. Assignor and Assignee desire to obtain City’s consent to the Assignment and City is willing to consent to the Assignment on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Consent, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows.

AGREEMENT

1. **Representations and Warranties.** Assignor and Assignee jointly represent and warrant to the City:

1.1 That Assignee is an organization in good standing and validly existing under the laws of the State of California.

1.2 That the execution, delivery and performance of the Agreement by Assignee have been duly authorized.

2. **Assignment, Assumption and No Release.** Assignor hereby assigns all of Assignor’s rights, title and interest in and to the Agreement to Assignee. Assignee expressly assumes, acknowledges and agrees for the benefit of City to be bound by, and to perform and comply with, every obligation of Assignor under the Agreement.

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City shall have the same rights and remedies as against the Assignee as City under the terms and provisions of the Agreement has against Assignor with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. Assignee shall have the same rights and remedies as against the City as Assignor under the terms and provisions of the Agreement has against City with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full

3. **References.** All references and meaning assigned to the term “Lessee” in the Agreement shall be understood to mean Assignee and shall include all of the corresponding rights, obligations and benefits thereof as provided by this Consent and the Agreement.

4. **Subsequent Assignments.** This Consent does not constitute a consent to any subsequent assignment and does not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of City under Section 25 of the Agreement to any future assignment. Notwithstanding the foregoing, City may consent to subsequent assignments of the Agreement, or amend the Agreement without notifying Assignee, including but not limited to any of Assignee’s guarantors, and without obtaining their consent, and that action by Assignee will not relieve those persons of liability.

5. **Default; Breach.** In the event of any default or breach of Assignee under the Agreement, City may proceed directly against Assignee, any guarantors, or anyone else liable under the Agreement without first exhausting City’s remedies against any other person or entity liable under the Agreement to City.

6. **Termination.** Notwithstanding the Parties’ desire, intent, and agreement to modify the Agreement through the Assignment and this Consent, should either Party wish to cancel, void or terminate the Agreement at any future time, the terminating Party may do so by providing written notice of termination to the other Party in accordance with the termination provisions of the Agreement. In such an event, simultaneously upon the giving of written notice of termination in accordance with the terms of the Agreement, the Agreement and this Consent shall be deemed canceled, voided and terminated.

7. **Effect of Execution.** Assignee’s execution of this Consent shall be deemed an execution by Assignee of the Agreement. Upon execution of this Consent, the Assignee shall be deemed a signatory and party to the Agreement as if Assignee had directly executed the Agreement. Assignee agrees to be firmly bound by all covenants, obligations and conditions of the Agreement by its execution hereunder.

8. **General Provisions.**

8.1 **Invalidity.** If this Consent or the Assignment is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the Agreement as originally executed shall nevertheless

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be deemed to remain in full force and effect as if this Consent and the Assignment had not been made or attempted.

8.2 **Severability.** If any term or other provision of this Consent is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Consent shall remain in full force and effect.

8.3 **Governing Law.** This Consent will be construed in accordance with and will be governed by the laws of the State of California. Venue shall be in San Bernardino County, California.

8.4 **Notices.** Notices, offers, requests or other communications required or permitted to be given by the Parties pursuant to the terms of this Consent shall be given in writing to the respective Parties.

8.5 **Counterparts.** This Consent may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

8.6 **Binding Effect; Assignment.** This Consent shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Consent, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Consent. Assignee may not assign this Consent nor any rights or obligations hereunder, without the prior written consent of the City, and any such assignment shall be void.

8.7 **Authority.** Each of the Parties hereto represents to the other Parties that (a) it has the requisite power and authority to execute, deliver and perform this Consent; (b) the execution, delivery and performance of this Consent by it have been duly authorized by all necessary corporate or other actions; (c) it has duly and validly executed and delivered this Consent; and (d) this Consent is a legal, valid and binding obligation, enforceable against it in accordance with its terms.

8.8 **Interpretation.** The headings to sections contained in this Consent are included for reference purposes only and shall not affect or modify in any way the meaning or interpretation of this Consent.

8.9 **Attorneys' Fees.** Should any of the Parties initiate any action at law or in equity to enforce or interpret the terms of this Consent, the prevailing Party(ies) shall be entitled to reasonable attorneys' fees and legal costs from the non-prevailing Party(ies) in addition to any other appropriate relief.

8.10 **Waiver.** Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Agreement.

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8.11 Entire Agreement; Amendment. This Consent constitutes the final, complete and exclusive statement between the Parties to this Consent pertaining to the terms of City's consent to the Assignment and supersedes all prior and contemporaneous written and oral agreements. No Party has been induced to enter into this Consent by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the City and Assignee, and specifically states that agreement modifies this Consent.

8.12 Electronic Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

[SIGNATURES ON FOLLOWING PAGE]

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**SIGNATURE PAGE TO
ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT
FOR
LEASE AGREEMENT FOR SAN BERNARDINO SOCCER COMPLEX**

WHEREFORE, the City, Assignor and Assignee have executed this Consent as of the Effective Date first set forth above.

FOR CITY:

APPROVED BY:

Charles A. Montoya
City Manager

ATTESTED BY:

Genoveva Rocha, CMC
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

FOR ASSIGNEE:

**WORLD SPORTS SOLUTIONS
INTERNATIONAL, LLC**

By:_____

Printed Name: Roberto Gomide

Its: Chief Executive Officer

FOR ASSIGNOR:

SAN BERNARDINO SOCCER, LLC

By:_____

Printed Name: Jill Roberts

Its: Authorized Representative

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EXHIBIT "A"

LEASE AGREEMENT FOR SAN BERNARDINO SOCCER COMPLEX

[Attached Behind This Page]