

**ASSIGNMENT, CONSENT TO ASSIGNMENT AND AMENDMENT NO. 1 TO
AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
PROJECT: WATER SYSEYEM IMPROVEMENTS – TRACT NO. 18938**

This ASSIGNMENT, CONSENT TO ASSIGNMENT AND AMENDMENT NO. 1 TO AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS PROJECT: WATER SYSTEM IMPROVEMENTS – TRACT NO. 18938 (“Assignment and Amendment No. 1”) is entered into as of _____, 2023, by Secured Income Group Inc., a California corporation (“Assignor”), HMZ Holdings, LLC, a California limited liability company (“Assignee”), and San Bernardino County, a California county (“Consentee” or “County”). Assignor, Assignee and County are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, on July 26, 2016, Board Agenda Item No. 26, Assignor and County entered into that certain Agreement for Construction and Maintenance of Improvements Project: Water System Improvements – Tract No. 18938 (“Agreement”) as a condition precedent to County’s acceptance of the final map for Tract No. 18938; and

WHEREAS, as a condition to the Agreement, Assignor and Indemnity Company of California (“Surety”) furnished the required faithful performance bond and labor and material bond (“Securities”) to ensure the construction and warranty of required development infrastructure and to secure payment to the contractor, subcontractor, and persons furnishing labor, materials, or equipment for the improvements for Tract No. 18938; and

WHEREAS, Section 14 of the Agreement requires Assignor to immediately notify Surety and County of any transfer of Tract No. 18938 and conditions any transfer upon the assumption of the obligations contained in the Agreement to the transferee in a form approved by the County; and

WHEREAS, Assignee desires to assume all of Assignor’s obligations under the Agreement, including but not limited to the completion of the required work and improvements, maintenance of said work, defense and indemnification of any challenges to said Agreement, and to provide security in amounts required by the County (“Obligations”), provided that the County consents and agrees to the assignment and acceptance of replacement Securities, and to acquire all of Assignor’s right, title and interest in and to the Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

ASSIGNMENT

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title and interest, and delegate all its Obligations, responsibilities and duties in and to the Agreement, to Assignee as of the effective date of this Assignment and Amendment No. 1.

2. Assignee hereby accepts the assignment of all of Assignor’s Obligations, responsibilities and duties under the Agreement and all of Assignor’s right, title and interest in the Agreement.

3. The County, pursuant to Section 14 of the Agreement, hereby consents to Assignor’s assignment of the Agreement to Assignee. By so doing, Assignee promises and

agrees at Assignee's own expense to do all of the work and make all of the improvements required by the Agreement.

4. The County, in executing its consent to the Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Agreement or Securities for obligations incurred prior to the effective date of this Assignment and Amendment No. 1.

5. The Parties agree that the Assignment is contingent upon County's approval of replacement securities for Tract No. 18938 provided by Assignee. The approval of replacement securities shall release Surety from future obligations related to Tract No. 18938, but shall not release and claims or remedies the County may have against Surety under the Agreement or Securities for obligations incurred prior to the effective date of this Assignment and Amendment No. 1.

AMENDMENT NO. 1 TO THE AGREEMENT

6. Page 4 of the Agreement is amended to update the name, address and signature of the "Principal" from Assignor to Assignee as follows:

PRINCIPAL: _____
(Print/Type Name & Title)

_____ (Type/Print Name & Title)	ADDRESS: _____ _____ _____
_____ (Notarized Signature)	_____

7. The Parties agree that this Assignment and Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Assignment and Amendment No. 1 is executed in counterparts, no signatory hereto shall be bound until all Parties have fully executed a counterpart of this Assignment and Amendment No. 1. The Parties may be entitled to sign and transmit an electronic signature of this Assignment and Amendment No. 1 whether by facsimile, PDF, or other email transmission, which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Assignment and Amendment No. 1 upon request.

IN WITNESS THEREOF, the Parties hereto have executed this Assignment and Amendment No.1 to the Agreement as of the date listed above.

ASSIGNOR:

Secured Income Group, Inc.

By: _____
(Authorized signature – sign in blue ink)

Name: _____
(Print or type name of person signing)

Title: _____
(Print or type)

Date: _____

ASSIGNEE:

HMZ Holdings, LLC

By: _____
(Authorized signature – sign in blue ink)

Name: _____
(Print or type name of person signing)

Title: _____
(Print or type)

Date: _____

CONSENTEE:

SAN BERNARDINO COUNTY

Dawn Rowe, Chair
Board of Supervisors
Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

LYNNA MONELL, Clerk of the Board of Supervisors

By _____
(Deputy)

APPROVED AS TO FORM FOR COUNTY:
TOM BUNTON, County Counsel

By _____
Jason M. Searles
Supervising Deputy County Counsel