

ASSIGNMENT AND ASSUMPTION OF LEASE AND LANDLORD CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND LANDLORD CONSENT (the “Assignment”), is entered into as of [____], 2025, by and among First Pitch Entertainment, LLC, a Delaware limited liability company (“Assignor”), Around the Herd Holdings LLC, a Delaware limited liability company (“Assignee”), and City of Visalia, a municipal corporation and charter law city of the State of California (“Landlord”), and is made effective contemporaneously with the closing of the transactions contemplated by that certain Asset Purchase Agreement, dated November 15, 2025, by and between Assignor and Assignee (the “Purchase Agreement”). The closing date of the sale contemplated by the Purchase Agreement shall be the “Effective Date” of this Assignment.

RECITALS

WHEREAS, Assignor, as lessee, entered into that certain Lease Agreement with Landlord, as lessor, with a term ending December 31, 2029 (the “Lease”), relating to Recreation Ballpark, the baseball stadium and associated stadium improvements, located at 300 North Giddings Street, Visalia, California, as more particularly described in the Lease; and

WHEREAS, in accordance with Section 3.02(b) of the Purchase Agreement, upon the consummation of the transactions contemplated by the Purchase Agreement, Assignor intends to assign and transfer all of Assignor’s rights, title, and interests under the Lease to Assignee, and Assignee has agreed to accept the assignment of those rights, title, and interest and to assume all of Assignor’s duties and obligations under the Lease; and

WHEREAS, Landlord has agreed to consent to this Assignment and represents that all requirements under Section 14 of the Lease will have been met.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Capitalized Terms.** Unless otherwise stated herein, all capitalized terms shall have the meanings defined in the Lease.

3. **Assignment of Lease.** As of the Effective Date: (a) Assignor assigns, sets over and transfers to Assignee all of Assignor’s right, title, and interest in, to, and under the Lease; and (b) for the express benefit of both Assignor and Landlord, Assignee accepts the foregoing assignment of the Lease and assumes and shall pay, perform, and discharge all of the agreements and obligations of Assignor under the Lease arising from and after the Effective Date to the same extent as if the Assignee were named as the Lessee (as defined in the Lease) under the Lease as of the Effective Date.

4. **Acceptance and Consent of Landlord.** Landlord accepts and consents to this

Assignment and acknowledges that certain of Assignor's rights under the Lease shall inure to the benefit of Assignee from and after the Effective Date.

5. **No Further Changes**. Other than as expressly set forth in this Assignment, there are no other changes to the Leases, and the balance of the Lease shall be and remain in effect and be fully enforceable against each of the parties thereto in accordance with its terms, as applicable. This Assignment, together with the Lease, including any and all exhibits, attachments, or schedules attached thereto, as applicable, collectively contains the full, final, and comprehensive agreement between the parties with respect to the subject matter hereof. The terms and conditions included herewith are contractual and not merely recitals.

6. **Indemnity**. Assignor agrees to defend, indemnify, and hold harmless Assignee for, from, and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys' fees), judgments, proceedings, and causes of action of any kind (collectively, "**Claims**") arising under the Lease prior to the Effective Date. Assignee agrees to defend, indemnify, and hold harmless Assignor for, from, and against any and all Claims arising under the Lease from and after the Effective Date.

7. **Binding Agreement**. This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment. Each signatory of this Assignment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

8. **Modifications**. This Assignment cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.

9. **Applicable Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

10. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. A facsimile, PDF, DocuSigned, or other electronic signature on this Assignment shall have the same force and effect as an original signature, and a signature transmitted by facsimile, PDF, DocuSign, or email to the other party shall be of the same force and effect as if the executing party had delivered a counterpart to this Assignment bearing an original signature.

11. **Further Assurances**. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior to or after the Effective Date, as may be reasonably requested by the other party to consummate the transaction contemplated by this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR:

ASSIGNEE:

FIRST PITCH ENTERTAINMENT LLC

AROUND THE HERD HOLDINGS LLC

By: _____
[Elliott Sigal, Manager]

By: OnDeck Partners LLC, its managing member

LANDLORD:

By: Avenue Sports Opportunities Master HoldCo Fund, L.P., its managing member

CITY OF VISALIA

By: Avenue Sports Opportunities Fund GenPar, LLC, its general partner

By: _____
[Name, Title]

By: GL Sports Opportunities Partners, LLC, its managing member

By: _____
Name: Sonia Gardner
Title: Member