ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Agreement") is entered into effective as of the 1st day of March, 2015, by and between FOOTSTEPS PRESCHOOL, INC., a California corporation ("Assignor"), and BUILDING KIDS, INC., a California corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the “Lessee” under that certain lease (the "Lease"), between the City of Menlo Park as “Lessor” dated October 1, 2009, for the premises commonly known as The Willow Oaks Park Recreation Building, 490 Willow Road, Menlo Park, California (the "Premises"); and

WHEREAS, Assignor has agreed to transfer its pre-school/child care business operated at the Premises to Assignee and in connection therewith, Assignor has agreed to assign and Assignee has agreed to assume, the Lease, contingent upon the Lessor’s consent to such assignment and assumption.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. This Agreement shall be effective for all purposes as of the date of the transfer of the business assets from the Assignor to Assignee with an effective date as more particularly set forth in the opening paragraph above (the "Effective Date").

2. Assignor does hereby sell, assign, transfer, convey, set over and deliver to Assignee all of the right, title and interest of Assignor in the Lease and the Premises.

3. Assignor agrees to indemnify and hold Assignee harmless from and against any and all losses, costs, liabilities, damages and expenses, including, without limitation, reasonable attorneys' fees, accruing prior to the Effective Date and arising out of the Lease.

4. Assignee assumes from and after the Effective Date all of Assignor's obligations as Lessee under the Lease accruing from and after the Effective Date.

5. Assignee agrees to indemnify and hold Assignor harmless from and against any and all losses, costs, liabilities, damages and expenses including, without limitation, reasonable attorney's fees, accruing out of the Lease accruing on or after the Effective Date.

6. This the obligations of Assignee as Lessee under the Lease shall be personally guaranteed by Vineeta Bhandari.

7. Upon execution of this Agreement by the parties hereto and by Vineeta Bhandari, Abigail Munro and Margaret R. Nelson shall be released from any liability arising out of the Lease accruing after the Effective Date.

8. This Agreement shall be binding on, and inure to the benefit of, the parties hereto, their successors in interest, and assigns.
9. This Agreement may be executed in several counterparts, all of which taken together shall be deemed the original with copies transmitted via facsimile machine or PDF transmitted via email binding on the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first hereinafore written.

ASSIGNOR

FOOTSTEPS PRESCHOOL, INC., a California corporation

By: [Signature]
Name: [Name]
Title: [Title]

ASSIGNEE

BUILDING KIDS, INC., a California corporation

By: [Signature]
Name: [Name]
Title: [Title]

GUARANTY

The undersigned acknowledges that he/she will personally benefit from the above Assignment of and Assumption of Lease and therefore agrees to personally guarantee payment and performance of all of the Assignee's obligations as Lessee pursuant to the terms and provisions of the Lease described hereinafore.

[Signature]
Vineeta Bhandari

CONSENT TO ASSIGNMENT

The City of Menlo Park as Lessor under the above referenced Lease hereby consents to the above Assignment and Assumption of Lease on the terms stated above.

City of Menlo Park, a municipal corporation

By: [Signature]
Name: Alex D. McIntyre, City Manager