

**ASSIGNMENT AND ASSUMPTION AGREEMENT
BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
THE DESERT HOT SPRINGS HEALTH & WELLNESS FOUNDATION
AND
BORREGO COMMUNITY HEALTH FOUNDATION**

WHEREAS, the City of Desert Hot Springs ("City") and the Desert Hot Springs Health and Wellness Foundation ("Foundation") entered into a Lease Agreement, known as the "Facility Lease Agreement", dated July 13, 2012, attached hereto as Exhibit A, regarding the use of certain real property upon which is situated the Desert Hot Springs Health and Wellness Foundation for the purpose of operation of a Health and Wellness Center or other similar function; and

WHEREAS, the City desires to assign its rights and obligations under the Facility Lease Agreement to Borrego Community Health Foundation ("Borrego"), a California non-profit corporation; and

WHEREAS, Borrego has agreed to assume the rights and obligations of the City under the Facility Lease Agreement; and

NOW, THEREFORE, in consideration of the above facts and for the promises and mutual covenants contained herein, the receipt and adequacy which is hereby acknowledged, the parties agree to the following:

Section 1. Assignment of Rights and Obligations – City of Desert Hot Springs

The City of Desert Hot Springs ("City") hereby assigns all of its rights and obligations under the Facility Lease Agreement to Borrego Community Health Foundation ("Borrego").

Section 2. Assumption of Rights and Obligations – Borrego Health Community Health Foundation

Borrego hereby assumes all of the rights and obligations of the City under the Facility Lease Agreement

Section 3. Acknowledgement and Acceptance.

The Desert Hot Springs Health and Wellness Foundation hereby acknowledges and accepts the assignment of the rights and obligations by the City and the assumption of those rights and obligations by Borrego.

Section 4. COUNTERPARTS

This Assignment may be executed in several counterparts, including by facsimile and electronic mail, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by the Parties.

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

THE CITY OF DESERT HOT SPRINGS

BORREGO COMMUNITY HEALTH
FOUNDATION

Adam Sanchez, Mayor

Signature

Name and Title

ATTEST:

Jerryl Soriano, CMC, City Clerk

THE DESERT HOT SPRINGS HEALTH
AND WELLNESS FOUNDATION

APPROVED AS TO FORM:

Signature

Steven B. Quintanilla, City Attorney

Name and Title

EXHIBIT A

FACILITY LEASE AGREEMENT

BY AND BETWEEN DESERT HOT SPRINGS HEALTH AND WELLNESS FOUNDATION AND

THE CITY OF DESERT HOT SPRINGS