

ASSIGNMENT AND ASSUMPTION OF PERMIT

This Assignment and Assumption of Permits (this "Assignment"), is entered into as of July 30, 2021 (the "Effective Date"), is made by and between CERTI-FRESH FOODS, INC., a California corporation ("Assignor"), and PORT TOWN FOODS, LLC, a California limited liability company ("Assignee" and together with the Assignor, the "Parties"), with reference to the following:

A. Permit No. 947 was granted by the City of Los Angeles to Assignor effective as of July 20, 2020 (the "Permit").

B. Assignor and Assignee desire to enter into that certain Order of the Board of Harbor Commissioners of the City of Los Angeles (the "Board") dated on or about the date hereof (the "Order") relating to the Board's approval and consent to the assignment of the Permit, and as a condition precedent to the Order, the Parties' must execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Pursuant and subject to the terms of the Order, to the extent transferable, Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, interest, benefits and privileges in and to the Permit, and Assignee hereby accepts such assignment. **For avoidance of doubt, no monetary consideration (\$0) was paid to Assignor for this Assignment.**

2. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the obligations and liabilities of Assignor, and all of the other terms, covenants and conditions imposed upon or assumed by Assignor, under the Permit.

3. Indemnity. Assignee shall indemnify, defend and hold Assignor harmless from and against any claims, damages, losses, liabilities, costs and expenses, including without limitation attorneys' fees arising as a result of Assignee's failure to perform the Assignee's obligations under the Permit arising, accruing or owing after the Effective Date. Assignor shall indemnify, defend and hold Assignee harmless from and against any claims, damages, losses, liabilities, costs and expenses, including without limitation attorneys' fees arising as a result of Assignor's failure to perform the Assignor's obligations under the Permit arising, accruing or owing prior to the Effective Date.

4. Successors. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors in interest, and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

6. Amendment. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

7. Further Assurances. Whenever requested to do so by the other party, each party shall take such acts and/or deliver such further instruments or documents that are reasonably necessary to carry out the intent and purposes of this Assignment.

8. Governing Law and Severability. This Assignment shall be governed and construed in accordance with California law. Nothing contained herein shall be construed so as to require the commission of any acts contrary to law, and wherever any provisions of this Assignment are invalid or there is a conflict between any provisions of this Assignment and any present or future statute, law, ordinance or regulation, such provisions shall (i) be curtailed, limited and/or deemed not to be a part of this Assignment only to the extent necessary to make it comply with such statute, law, ordinance or regulation, and (ii) not affect the validity or enforceability of the remaining provisions.

9. Entire Agreement. This Assignment and the Purchase Agreement represent the entire Agreement between the parties with respect to the subject matter set forth above, and supersede all previous oral and written agreements, communications, representations or commitments.

10. Condition Precedent. The execution of the Order shall be a condition precedent to the effectiveness and enforceability of this Assignment.

11. Terms of the Order. Nothing in this Assignment shall be deemed to modify any of the terms or conditions of the Order. In the event of any conflict or inconsistency between the terms of the Order and terms hereof, the terms of the Order shall govern.

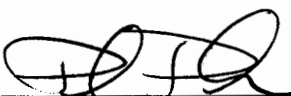
12. Attorneys' Fees. If either party commences or is made a party to any action or proceeding to enforce or interpret this Assignment, the prevailing party in such action or proceeding shall be entitled to recover from the other party all attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment obtained in any such action or proceeding.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

Assignor:

CERTI-FRESH FOODS, INC.,
a California corporation

By: 

Pete Palma, President & COO

Assignee:

PORT TOWN FOODS, LLC,
a California limited liability company

By: 

Paul Palma, Chief Executive Officer