

BUYOUT AGREEMENT AND RELEASE OF LIABILITY AGREEMENT

THIS BUYOUT AGREEMENT AND RELEASE OF LIABILITY AGREEMENT (hereinafter "Agreement") is made and entered into effective as of the date fully executed below (hereinafter "Effective Date") by and between Carlos Pacheco, DBA Orange Group (hereinafter "Tenant") and County of Ventura (hereinafter referred to as "Landlord") regarding Suite 140 of the commercial property owned by Landlord at 545 & 555 South A Street, Oxnard, consisting of approximately 1,173 sq. ft. of commercial space (hereinafter "Property") currently occupied by Tenant. Herein Landlord and Tenant may be collectively referred to as "Parties" or individually referred to as a "Party" with reference to the following facts:

RECITALS

WHEREAS, The Tenant's current leasehold interest in the Property expires on December 31, 2025;

WHEREAS, Tenant has agreed to vacate the Property on or before December 31, 2023; and

WHEREAS, in exchange for such vacancy, Landlord has agreed to pay Tenant the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("Buyout Amount"), which includes the return of the \$1,000.00 security deposit to Tenant;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are incorporated herein by this reference.
2. **Payment(s) to Tenant.** Tenant and Landlord hereby agree that Tenant will vacate the Property on or before December 31, 2023. As a result thereof and within fifteen (15) days of Tenant vacating the Property and returning the keys to the Property to Landlord, Landlord will pay Tenant the Buyout Amount of Twenty-Five Thousand Dollars (\$25,000.00), which includes the return of the \$1,000.00 security deposit to Tenant. Said payment by Landlord will be mailed in the form of a check to Tenant at P.O. BOX 674
Santa Maria CA 93456.
3. **REPRESENTATIONS AND WARRANTIES.** Landlord and Tenant represent, warrant and affirm that they have read this Agreement; they know and understand the contents of this Agreement; they freely and willingly sign this Agreement; and they have authority to inter into this Agreement.
4. **SURVIVAL OF WARRANTIES.** The representations and warranties of the Parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement.
5. **MISCELLANEOUS.**
 - A. **Binding Effect.** This Agreement will be binding upon and enforceable by the Parties, and their personal representatives or successors.
 - B. **Assignment.** Neither Party may assign this Agreement, except upon agreement of the other Party.

C. Amendment. No modification, amendment or waiver of any provision of this Agreement, nor consent to any departure by any Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Parties, and same shall be effective only in the specific instance and for the specific purpose for which given.

D. Invalid Terms. Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

E. Cooperation in Drafting. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party.

F. Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

G. Governing Law; Venue. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County

H. Counterparts. This Agreement may be executed simultaneously in one or more counterparts. Each counterpart will be considered an original and valid and binding.

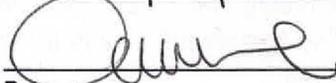
IN WITNESS WHEREOF, the Parties hereby acknowledge execution of this Agreement as of the date indicated below:

TENANT:

LANDLORD:

Date: 11/30/2023

Date: _____



By: _____

By: CARLOS PACHECO