

**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(10.62-Acre Property Purchase and Sale Agreement)**

This **ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT** (this “Agreement”) is dated _____, 2018, and is by and among **CRAIG REALTY GROUP CITADEL, LLC**, a California limited liability company (the “Assignor”), **CITADEL HOLDINGS GROUP, LLC**, a Delaware limited liability company (the “Assignee”), **WASH-TEL COMMERCE, LLC**, a California limited liability company (“Wash-Tel”), and **THE CITY OF COMMERCE**, a public entity (“CITY”). Assignor, Assignee, Wash-Tel and CITY are periodically referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

A. The Successor Agency as seller and Wash-Tel and Assignor as buyers entered into a Contingent Agreement to Purchase and Sell Real Estate and Escrow Instructions dated May, 2017 (“Original Purchase Agreement”), pursuant to which Successor Agency agreed to sell and Wash-Tel and Assignor agreed to buy approximately 10.62-acre site located in the City of Commerce, County of Los Angeles, California, as more particularly described in the Original Purchase Agreement (the “10.62-Acre Property”). Pursuant to the Original Purchase Agreement, approximately 3.0 acres of the 10.62-Acre Property is referred to as the “Citadel Use Property” and approximately 7.62 acres of the 10.62-Acre Property was referred to as the “Wash-Tel Use Property”, all of which is located in the City of Commerce, County of Los Angeles, State of California.

B. On or about August 6, 2018, Successor Agency, Wash-Tel and Assignor entered into a First Amendment to the Original Purchase Agreement (“First Amendment”), which provided generally that the Successor Agency or City of Commerce (“City”) would retain approximately 1.8 acres of the Wash-Tel Use Property (the “1.8-Acre Property”), located in the City of Commerce, County of Los Angeles, State of California, to which the Successor Agency or City has the right to develop as a “Public Safety Facility” as more particularly described in the First Amendment. Collectively, the Original Purchase Agreement and First Amendment are referred to herein as the “10.62-Acre Property Purchase and Sale Agreement”. As set forth in the First Amendment, if the Public Safety Facility was not developed within two years, Wash-Tel and/or Assignor have specified option rights to purchase the 1.8-Acre Property.

C. On or about _____ Successor Agency sold, transferred, conveyed and assigned all of its right, title, interest and obligations in and to the 10.62 Acre Property Purchase and Sale Agreement to the City of Commerce. Assignor and WashTel consented in writing to such transfer from Successor Agency to the City of Commerce.

D. For purposes of this Agreement, the term “Property” means the entire 10.62-Acre Property which includes the 1.8-Acre Property subject to the terms and conditions of First Amendment. The term “Property” shall mean the land, together with (i) all improvements now or hereafter constructed thereon (“Improvements”); (ii) all rights, privileges, easements, licenses and interests appurtenant thereto (collectively “Appurtenances”); and (iii) all intangible property (“Intangible Property”) and tangible personal property (“Personal Property”) owned or held in connection with the land or located on the land, including without limitation, development rights, governmental approvals and land entitlements.

E. Assignor has restructured its organizational documents and Assignee has been formed to serve as a holding company. Pursuant to the 10.62-Acre Property Purchase and Sale Agreement, Assignor and Assignee seek the City's consent to this Agreement and Assignment (defined below). Capitalized terms not otherwise defined in this Agreement shall have the same meaning ascribed to them in the 10.62-Acre Property Purchase and Sale Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest in and obligations under the 10.62-Acre Property Purchase and Sale Agreement, and the Property or any portion thereof subject to that 10.62-Acre Property Purchase and Sale Agreement (the "Assignment"). Nothing in the foregoing shall be construed as assigning any interest of Wash-Tel in the 10.62-Acre Property Purchase and Sale Agreement.

2. Assignee hereby accepts the Assignment and assumes Assignor's rights, title, and interest in and obligations under the 10.62-Acre Property Purchase and Sale Agreement, and the Property or any portion thereof subject to that 10.62-Acre Property Purchase and Sale Agreement, and Assignee agrees to keep and perform all of the covenants, terms and conditions in the 10.62-Acre Property Purchase and Sale Agreement that were to have been performed by Assignor.

3. Wash-Tel hereby consents to the Assignment of Assignor's rights to Assignee as provided by this Agreement and releases Assignor from any obligations under the 10.62-Acre Property Purchase and Sale Agreement.

4. Assignor, Assignee and Wash-Tel have full power, authority and legal right to enter into, execute and deliver this Agreement and to effectuate the Assignment provided herein.

5. City hereby consents to the Assignment to Assignor as provided by this Agreement and releases Assignor from its primary obligations under the 10.62-Acre Property Purchase and Sale Agreement. Assignee shall be primarily responsible to perform the obligations under the 10-Acre Property Purchase and Sale Agreement, but if Assignee fails to perform such obligations, then Assignor shall become primarily responsible for the performance of such obligations.

6. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of all signatories hereto. The provisions of Section 14.1 of the 10.62-Acre Property Purchase and Sale Agreement shall continue to apply and for avoidance of doubt, the rights of Buyer to assign under said Section 14.1 shall apply to any wholly owned subsidiary of Assignee and/or Wash-Tel, or to any affiliate which is directly or indirectly controlled and managed by Steven L. Craig.

7. The laws of the State of California shall govern all matters arising out of this Agreement without regard to conflict of law principles.

8. The signatories hereto hereby agree to execute and deliver, record and file, at any time and from time to time, such additional documents, instruments and agreements deemed necessary or desirable for more fully supplementing this Agreement to reflect the Assignee's assumption of the obligations, duties and liabilities thereunder and its agreements hereunder consistent with the provisions of this Agreement. The City Administrator of the City or his/her designee shall have the authority to execute and deliver any such additional documents, instruments, and agreements in furtherance of this paragraph on behalf of the City. This Agreement may be signed by the different signatories hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

[Remainder of page left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption and Consent Agreement to be executed and delivered on their behalf by their duly authorized representatives as of the date first set forth above.

Assignor:

CRAIG REALTY GROUP CITADEL, LLC,
a California limited liability company

By: Citadel SPE, Inc.,
a Delaware corporation,
Manager

By: _____
Steven L. Craig
President

Assignee:

CITADEL HOLDINGS GROUP, LLC,
a Delaware limited liability company

By: Eureka Realty Partners, Inc.,
a California corporation,
Manager

By: _____
Steven L. Craig
President

Wash-Tel:

WASH-TEL COMMERCE, LLC,
a California limited liability company

By: _____
Steven L. Craig
Manager

Successor Agency:

THE SUCCESSOR AGENCY TO THE
COMMERCE COMMUNITY DEVELOPMENT
COMMISSION, a public entity

By: _____
_____, Chairperson

ATTEST:

_____, Secretary

APPROVED AS TO FORM:

_____, Successor Agency Legal Counsel

CONSENT AND AGREEMENT:

The City of Commerce, a California municipal corporation, consents and agrees to the above-referenced Assignment, Assumption and Consent Agreement, and 26-Acre Property Purchase and Sale Agreement, and the terms and conditions of the conveyance of the 26-Acre Property set forth therein.

CITY OF COMMERCE,
a California municipal corporation

By: _____

_____, Mayor

ATTEST:

_____, Secretary

APPROVED AS TO FORM:

_____, City Attorney