**ASSIGNMENT AND ASSUMPTION AGREEMENT**
**[9820 Washington Boulevard]**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2018, by and between the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the "**Successor Agency**"), and the CITY OF CULVER CITY, a California municipal corporation (the "**City**").

RECITALS

A. Pursuant to operation of law, Successor Agency is the successor in interest to the former Culver City Redevelopment Agency.

B. The Successor Agency's predecessor-in-interest and Center Theatre Group entered into that certain Disposition and Development Agreement dated as of October 9, 2001, as amended by that certain First Implementation Agreement dated as of January 6, 2003, as further amended by that certain Second Implementation Agreement dated as of August 26, 2003, and as may be further amended from time to time (collectively, the "**DDA**"). The DDA pertains to certain real property located at 9820 Washington Boulevard, Culver City ("**Parcel A**") and 9814 Washington Boulevard, Culver City ("**Parcel B**"). DDA, as used herein shall mean, refer to, and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the DDA.

C. In furtherance of the DDA, the Successor Agency's predecessor-in-interest and Center Theatre Group entered into that certain Lease, dated as of August 26, 2003, as may be amended from time to time (collectively, the "**Lease Agreement**") whereby the Successor Agency's predecessor-in-interest leased to Center Theatre Group Parcel A and Parcel B. Lease Agreement, as used herein shall mean, refer to, and include the Lease Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the Lease Agreement.

D. Successor Agency desires to assign to City the portions of the DDA and Lease Agreement pertaining to Parcel A only and any other leases, licenses or other agreements pertaining to Parcel A to which Successor Agency is a party (collectively, the "**Assigned Rights and Obligations**"), and City desires to assume all rights and obligations of Successor Agency thereunder (collectively, the "**Assumed Rights and Obligations**"), such assignment and assumption to be effective as of the date of this Agreement. The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the "**Agreement Rights and Obligations**."

**NOW THEREFORE** in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties hereto hereby agree as follows:

## ARTICLE 1

## ASSIGNMENT AND ASSUMPTION

**1.1 Assignment**. The Successor Agency assigns to the City, as of the date of this Agreement, all of the Successor Agency's rights, title and interest in and to the Agreement Rights and Obligations.

**1.2 Assumption**. As of the date of this Agreement, the City accepts the Successor Agency's assignment of the Assigned Rights and Obligations and assumes the Assumed Rights and Obligations. From and after the date of this Agreement, the City shall keep and perform all of the agreements, undertakings, and covenants of the portions of the DDA and Lease Agreement pertaining to Parcel A only and any other leases, licenses or other agreements pertaining to Parcel A to which Successor Agency is a party.

## ARTICLE 2

## RIGHTS AND REMEDIES

**2.1 No Successor Agency Liability or Default for City Breach**. As of the date of this Agreement, any default or breach by the City under the DDA or Lease Agreement following the date of this Agreement with respect to the Assumed Rights and Obligations shall not constitute a breach or default by the Successor Agency under the DDA or Lease Agreement, and provided that the Successor Agency is not in default under the terms of DDA or Lease Agreement, shall not result in any remedies imposed against the Successor Agency.

**2.2 No City Liability or Default for Successor Agency Breach**. Any default or breach by the Successor Agency under the DDA or Lease Agreement prior to the date of this Agreement shall not constitute a breach or default by the City under the DDA or Lease Agreement, and provided that the City is not in default under the terms the DDA or Lease Agreement, shall not result in: (i) any remedies imposed against the City or (ii) modification or termination of the DDA or Lease Agreement.

## ARTICLE 3

## GENERAL PROVISIONS

**3.1 No Joint Venture**. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of Successor Agency and City.

**3.2 Additional Documents**. The parties shall each execute and deliver any additional or supplemental documents or instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated hereby.

**3.3 Further Assurances**. The parties shall each execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

**3.4 Titles and Captions**. Titles or captions contained herein are inserted as a matter of conveniences and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

**3.5 Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either the Successor Agency or the City of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then the Successor Agency and the City shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to the Successor Agency and the City.

**3.6 Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**3.7 Authority**. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

**3.8 City Address**. For the purposes of any notices required to be given by the DDA or Lease Agreement, the City's address is as follows:

City of Culver City
9770 Culver Blvd.
Culver City, CA 90232
Attn: Mr. Sol Blumenfeld, Community Development Director

**3.9 Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement in order to physically form one document.

**3.10 No Third Party Beneficiaries**. This Agreement is made for the sole benefit and protection of the parties hereto, and no other person or persons shall have any right of action or right to rely hereon. As this Agreement contains all the terms and conditions agreed upon

between the parties, no other agreement regarding the subject matter thereof shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.

**3.11 Binding on Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto.

[signatures begin on following page]

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

"**Successor Agency**"

SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency

Dated: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
_____
Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

*[Signatures Continue On Next Page]*

"**City**"

CITY OF CULVER CITY,
a California municipal corporation

Dated: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
_____
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel