

**ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF PURCHASE
AND SALE AGREEMENTS
(POMONA PROPERTY)**

This ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF PURCHASE AND SALE AGREEMENTS (this "Agreement") is entered into effective as of _____, 2019 ("Effective Date"), by and between WATT COMMUNITIES LLC, a California limited liability company ("Assignor"), and TRIAD VENTURES, INC., a California corporation ("Assignee").

RECITALS

A. Assignor and the CITY OF POMONA ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF POMONA ("City"), entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated April 26, 2018 (the "Initial Purchase and Sale Agreement"), relating to City's sale and Assignor's purchase of that certain real property located at 192 East Center Street and 353 Gibbs Street, Pomona, California, comprised of APNs 8336-026-904 and 8336-026-905, respectively and more particularly described in the Initial Purchase and Sale Agreement (collectively, the "Gibbs/Center Street Property"), a copy of which is attached hereto as Exhibit "A".

B. Subsequently, Assignor and City, acting together with THE POMONA HOUSING AUTHORITY, a local housing authority created and existing pursuant to California law ("Authority," and jointly with City, "Seller"), entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated as of _____, 2018 (the "Second Purchase and Sale Agreement"), relating to Seller's sale and Assignor's purchase of that certain real property consisting of properties commonly known as 150 East Center Street (APN's 8336-026-900 through 903) and a lot, generally described as a 16,584 square foot parcel (APN 8336-021-901) located in Pomona, California (as more particularly described in the Purchase and Sale Agreement and referred to as the "Additional Property"), a copy of which is attached hereto as Exhibit "B". As used in this Assignment, the Gibbs/Center Street Property and the Additional Property are referred to, collectively, as the "Property", and the Initial Purchase and Sale Agreement and the Second Purchase and Sale Agreement are referred to, collectively, as the "Purchase and Sale Agreements". Certain capitalized terms not defined when first used in this Assignment shall have the meaning set forth in the Purchase and Sale Agreements.

C. Assignor has deposited a \$10,000 deposit (the "Initial Buyer Deposit") into an escrow account (the "Initial Escrow") established with First American Title Insurance Company, 18500 Von Karman Avenue, Suite 600, Irvine, California ("Escrow Holder") in accordance with the Initial Purchase and Sale Agreement. Additionally, Assignor has deposited another \$10,000 (the "Second Buyer Deposit") into an escrow account (the "Second Escrow") established with Escrow Holder under the Second Purchase and Sale Agreement. The Initial Buyer Deposit and the Second Buyer Deposit are collectively referred to in this Assignment as the "Deposits" and the Initial Escrow and the Second Escrow are collectively referred to as the "Escrows".

D. Assignor desires to assign all of its rights, title and interest in and to the Purchase and Sale Agreements, the Escrows and the Deposits, together with all related agreements and

escrow instructions related to the purchase of the Property and to delegate to Assignee all of Assignor's duties and obligations thereunder. Assignee desires to accept the assignment of such rights and interests and assume such obligations thereunder.

E. Section 34 of each of the Initial Purchase and Sale Agreement and the Second Purchase and Sale Agreement permit Assignor to assign its rights, interests and obligations thereunder subject to the express written consent of City, which consent shall not be unreasonably withheld. By this Agreement, the parties hereto have complied with the procedures and requirements contained in the Purchase and Sale Agreements pertaining to assignment of rights and interests and the delegation and assumption of obligations thereunder.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the non-refundable and irrevocable sum of \$20,000 payable by Assignee to Assignor concurrently with the execution of this Agreement as a condition to the effectiveness of this Agreement and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The "Recitals" and "Exhibits" of this Agreement constitute a material part of this Agreement and are incorporated by reference as though fully set forth herein.

2. Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign its entire right, title and interest in the Purchase and Sale Agreements to Assignee; (ii) has not transferred or conveyed its interest in the Purchase and Sale Agreements to any person or entity, collaterally or otherwise; and (iii) has full power and authority to enter into this Agreement. Assignee hereby represents and warrants that Assignee has full power and authority to enter into this Agreement.

3. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interests in and to the Purchase and Sale Agreements, the Escrows and the Deposits, including, without limitation, all of Assignor's right, title and interests in and to all related agreements incorporated into or required to be executed and delivered in connection with the Purchase and Sale Agreements along with all escrow instructions relating to the Purchase and Sale Agreements and the Escrows.

4. Assumption. Assignee, for itself and its successors and assigns, hereby accepts from Assignor the foregoing assignment of any and all rights and interests of Assignor under the Purchase and Sale Agreements, assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of Assignor arising from or under the Purchase and Sale Agreements. From and after the Effective Date, Assignee releases Assignor from any and all obligations assumed by Assignee hereunder arising under the Purchase and Sale Agreements and, thereafter, Assignor shall have no liability to Assignee with respect to the Purchase and Sale Agreements, or any breach or default thereof or thereunder.

5. Delegation and Assumption of Obligations Under the Purchase and Sale Agreements. Assignor hereby delegates to Assignee all Assignor's obligations, covenants and promises under the Purchase and Sale Agreements, and Assignee hereby accepts the foregoing delegation of such obligations and covenants, and promises and agrees to fully perform such obligations and fulfill such covenants and promises, all to the extent accruing or arising on or after the Effective Date.

6. No Greater, Diminished or Modified Rights. This Agreement shall not be construed as (i) conferring upon Assignor or Assignee any greater rights than those contained in the Purchase and Sale Agreements, (ii) diminishing any rights of the City under the Purchase and Sale Agreements, or (iii) modifying the Purchase and Sale Agreements in any respect.

7. Indemnification. Assignee hereby agrees to indemnify, defend and hold harmless Assignor of, for, from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the breach by Assignee of any of the obligations, terms and/or covenants of Assignee as "Buyer" under or pursuant to the Purchase and Sale Agreements, which obligations, terms and/or covenants accrue on or after the Effective Date.

8. General Provisions.

8.1 This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue shall be in Los Angeles County.

8.2 This Agreement constitutes the entire agreement between the parties with respect to the assignment and assumption of the Purchase and Sale Agreements and supersedes all prior agreements and understandings between the parties with respect thereto.

8.3 In the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

8.4 This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one in the same agreement.

8.5 Notices, demands and communications between City, Assignee and Assignor shall be sufficiently given if dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, to Assignor or Assignee as set forth below:

Assignor: WATT COMMUNITIES LLC
2716 Ocean Park Boulevard, Suite 2025
Santa Monica, CA 90405
Attn: Nam Joe
email: njoe@wattcompanies.com

Assignee: TRIAD VENTURES, INC.
401 PINE AVENUE

LONG BEACH, CA 90802

Attn: ROBERT BERRY
email: RBERRY@TRIAD-VENTURES.COM

9. Status of Agreement. All terms, conditions and covenants set forth in the Purchase and Sale Agreements shall remain in full force and effect, subject only to the terms and amendments set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

ASSIGNOR:

WATT COMMUNITIES
a California limited liability company

By: [Signature]
Name: NALL SOE
Title: VICE PRESIDENT

ASSIGNEE:

LLC, TRIAD VENTURES, INC.,
a California corporation

By: [Signature]
Name: ROBERT BERRY
Title: PRESIDENT

Consent of City and Release of Assignor:

In reliance upon the agreements and representations contained in this Agreement, the City of Pomona acting as the Successor Agency to the Redevelopment Agency of the City of Pomona ("City") hereby consents to this Agreement. This Agreement shall not constitute a waiver of the obligation of the Assignee under the Purchase and Sale Agreements to obtain City' consent to any subsequent assignment or other transfer under the Purchase and Sale Agreements, nor shall it constitute a waiver of any existing defaults under the Purchase and Sale Agreements. The City further releases Assignor from any and all obligations contained in the Purchase and Sale Agreements that occur on or after the Effective Date, which obligations are being expressly assumed by Assignee in accordance with this Agreement; provided, however, that Assignor is not released from any liability pursuant to this Agreement. From and after the Effective Date, no failure by Assignee to comply with or perform any such obligations shall be attributed to Assignor.

Dated: _____

CITY OF POMONA ACTING AS THE SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY OF
THE CITY OF POMONA, a public body, pursuant to
California Health and Safety Code Section 34170 *et seq.*

By: _____
Linda C. Lowry, City Manager

ATTEST:

By: _____
City Clerk

EXHIBIT "A". . . .
[Copy of Initial Purchase and Sale Agreement]

EXHIBIT "B"
[Copy of Second Purchase and Sale Agreement]