



2018012415

01/23/2018 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 110.00



8 PGS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Elkins Kalt Weintraub Reuben Gartside LLP
2049 Century Park East, Suite 2700
Los Angeles, CA 90049
Attention: Keith D. Elkins

*Exempt from Recording Fee
per Government Code Section 27383*

8
AT

*Fw AC-70 17000892
525-1326-049-00 (portion)*

**PARTIAL ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER
DEVELOPMENT AGREEMENT**

This Partial Assignment of Rights and Obligations Under Development Agreement (this "Assignment") is dated for reference purposes as of this 23 day of January 2018, by and between PACIFIC COMMONS OWNER, LP, a Delaware Limited Partnership ("Assignor") and PC AUTO MALL OWNER, LP, a Delaware limited partnership ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings, and intentions of Assignor and Assignee.

A. Assignor and the City of Fremont, a California municipal corporation ("City") have entered into that certain Development Agreement dated as of November 3, 2017 ("DA"), which was recorded in the Official Records of Alameda County on November 3, 2017 as Instrument 2017244110. All defined terms not specifically defined herein shall have the meanings ascribed to them in the DA.

B. The DA relates to certain real property located in the City of Fremont, County of Alameda, State of California (the "Property"). The Property is more particularly described in the DA.

C. Assignor intends to convey a portion of the Property as more particularly described in Exhibit A, attached hereto (the "Transferred Property") to Assignee.

D. Assignor has the right to make the partial assignment of the DA to Assignee under Section 11.1 of the DA.

Exhibit A-1

E. Assignor and Assignee acknowledge and agree that Assignee, or its successor, intends to construct a portion of the Project, comprised of up to ___ square feet on the Transferred Property in accordance with the Project Approvals (collectively, the “Assigned Development Rights”).

A G R E E M E N T S

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective Date. For purposes of this Assignment, the “Assignment Effective Date” shall be the date on which the deed from Assignor to Assignee for the Transferred Property is recorded in the Official Records.

2. Assignment and Assumption. From and after the Assignment Effective Date, Assignor hereby transfers, assigns and conveys to Assignee, without representation or warranty, the Transferred Rights and Obligations, as defined in Section 3 below. From and after the Assignment Effective Date, Assignee, for itself and its successors and assigns, hereby accepts the foregoing assignment, assumes such Transferred Rights and Obligations, and expressly agrees for the benefit of Assignor and City to perform all of Assignor’s obligations as “Developer” under the DA with respect to the Transferred Rights and Obligations relating to the period from and after the Effective Date.

3. Transferred Rights and Obligations.

(a) Except as provided in Sections 3(b) below, the “**Transferred Rights and Obligations**” shall mean and include all of the rights of Assignor under the DA that (i) apply exclusively to the Transferred Property, or (ii) apply nonexclusively to the Transferred Property solely to the extent necessary to develop the Transferred Property in accordance with the Assigned Development Rights.

(b) The Transferred Rights and Obligations shall also mean and include the following provisions of the DA:

(i) Landscape improvements required along the frontage of Bunche Drive along the Auto Mall parcels, as set forth in Section 6.3.A and Item No. 9 of Exhibit D to the DA.

(ii) Traffic signal modification at Bunche Drive and Boscell Drive as set forth in Section 6.3.A and Item No. 5 of Exhibit D to the DA.

(c) The Transferred Rights and Obligations shall not mean or include, and Assignee shall have no right, title, interest, or obligation, as applicable, pursuant to the following provisions of the DA:

(i) Any obligation with respect to Traffic Improvements not described in Section 3(b) above.

(ii) Any obligation with respect to Public Access Improvements not described in Section 3(b) above.

(iii) Any obligation with respect to the vesting tentative parcel map referenced in Section 6.5 of the DA.

4. Release. Pursuant to Section 11.2 of the DA, from and after the Effective Date, (a) Assignor shall be released from the obligations and liabilities under the DA with respect to the Transferred Property and Transferred Rights and Obligations, and any subsequent default or breach with respect to the Transferred Rights and Obligations shall not constitute a breach or default with respect to retained rights and obligations under the DA, and (b) Assignor relinquishes all rights under the DA with respect to the Transferred Property and Transferred Rights and Obligations.

5. Governing Law; Venue. This Assignment shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Assignment shall be filed and litigated exclusively in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

6. Entire Agreement/Amendment. This Assignment constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Assignment. This Assignment may not be amended except by an instrument in writing signed by each of the Parties.

7. Further Assurances. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assignment and the DA.

8. Successors and Assigns. Subject to the restrictions on transfer set forth in the DA, this Assignment and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

9. Rights of City. All rights of City under the DA and all obligations to City under the DA which were enforceable by City against Assignor with respect to the Transferred Rights and Obligations prior to the Assignment Effective Date shall be fully enforceable by City against Assignee from and after the Assignment Effective Date.

10. Rights of Assignee. All rights of Assignor and obligations to Assignor under the DA which were enforceable by Assignor against City with respect to the Transferred Rights and Obligations prior to the Assignment Effective Date shall be fully enforceable by Assignee against City from and after the Assignment Effective Date.

11. Attorneys' Fees. In the event of any litigation pertaining to this Assignment, the losing party shall pay the prevailing party's litigation costs and expenses, including without limitation reasonable attorneys' fees.

12. City Consent; City is a Third-Party Beneficiary. City's countersignature below is for the limited purposes of clarifying that there is privity of contract between City and Assignee with respect to the DA. The City is an intended third-party beneficiary of this Assignment, and has the right, but not the obligation, to enforce the provisions hereof.

13. Recordation. Assignor shall cause this Assignment to be recorded in the Official Records of Alameda County, and shall promptly provide conformed copies of the recorded Assignment to City and Assignee.

14. Address for Notices. Assignee's address for notices, demands and communications under Section 13.5 of the DA is as follows:

Elkins Kalt Weintraub Reuben Gartside LLP
2049 Century Park East, Suite 2700
Los Angeles, CA 90049
Attention: Keith D. Elkins

15. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Assignment. The Parties acknowledge that this Assignment is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both have participated in the negotiation and drafting of this Assignment, this Assignment shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

16. Severability. If any term, provision, condition or covenant of this Assignment or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the Parties have been materially altered or abridged thereby.

17. Applicable Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, applicable to contracts executed in and to be performed entirely within that state, and without regard to the conflicts of laws, or choice of law provisions thereof.

18. Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either Party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that Party's actual knowledge: (a) that the DA is unmodified and in full force and effect (or, if there have been modifications, that the DA is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the DA by City and the requesting party (or, if defaults are asserted, so describing with reasonable specificity), and that there are no conditions which, with the Assignment is unmodified and in full force and effect (or, if there have been modifications, that this Assignment is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

19. No Waiver. No delay or omission by either Party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other Party under the provisions of this Assignment shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either Party of any

of the covenants, conditions or obligations to be performed by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

20. 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 assignor and assignee.

21. Time of the Essence. Time is of the essence in the performance by each Party of its obligations under this Agreement.

22. Authority. Each person executing this Assignment 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', members', managers', and other approvals have been obtained.


23. Counterparts. This Assignment may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the Assignment Effective Date.

ASSIGNEE:

PC AUTO MALL OWNER, LP,
a Delaware limited partnership

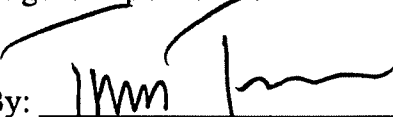
By: Fremont Industrial Partners GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: TIMUR TECIMER
Title: MANAGER

ASSIGNOR:

PACIFIC COMMONS OWNER, LP,
a Delaware Limited Partnership

By: Fremont Industrial Partners GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: TIMUR TECIMER
Title: MANAGER

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of LOS ANGELES

On 1/17/2018, before me, JANINE WALKER, NOTARY PUBLIC
(Name of Notary)

notary public, personally appeared TIMOR TEJNER
who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same
in his/~~her/their~~ authorized capacity ~~(X)~~, and that by his/~~her/their~~ signature ~~(X)~~ on the instrument
the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jani Walker
(Notary Signature)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of LOS ANGELES

On 1/17/2018, before me, JANINE WALKER, NOTARY PUBLIC
(Name of Notary)

notary public, personally appeared TIMUR TEJMER
who proved to me on the basis of satisfactory evidence to be the person whose name is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same
in his/~~her~~/~~their~~ authorized capacity , and that by his/~~her~~/~~their~~ signature on the instrument
the person , or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jan Walker
(Notary signature)

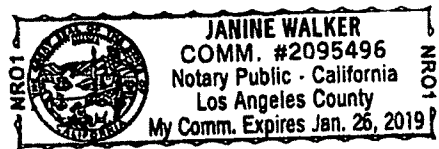


EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

Parcels 1 and 2, as shown on Parcel Map 10510, filed November 27, 2017, in Parcel Map Book 338, Pages 18-21, inclusive, Alameda County Records.

PARCEL B:

Non-exclusive easements appurtenant to Parcel A hereinabove described, as defined in Article 4 of the certain document entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Pacific Common South", recorded January 19, 2018, Instrument No. 2018010717, of Official Records.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME C/O AN Motors on Federal Highway, LLC

STREET ADDRESS 200 SW 1st Ave, Ste. 1400

CITY, STATE & ZIP CODE Fort Lauderdale, FL 33301

Att: Real Estate Counsel

FWAC-701700992

APN: 525-1326-049-00 (portion)



2018014957

01/25/2018 01:18 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 41.00



10 PGS

SPACE ABOVE FOR RECORDER'S USE ONLY

PARTIAL ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "In connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "In connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

c/o AN Motors on Federal Highway, LLC
200 SW 1st Ave, Ste. 1400
Fort Lauderdale, FL 33301
Attn: Real Estate Counsel

*Exempt from Recording Fee
per Government Code Section 27383*

**PARTIAL ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER
DEVELOPMENT AGREEMENT**

This Partial Assignment of Rights and Obligations Under Development Agreement (this “**Assignment**”) is dated for reference purposes as of this 25 day of January 2018, by and between PC AUTO MALL OWNER, LP, a Delaware limited partnership (“**Assignor**”) and AN MOTORS ON FEDERAL HIGHWAY, LLC, a Delaware limited liability (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**.”

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings, and intentions of Assignor and Assignee.

A. Pacific Commons Owner, LP (“**Developer**”), and the City of Fremont, a California municipal corporation (“**City**”) have entered into that certain Development Agreement dated as of November 3, 2017 (“**DA**”), which was recorded in the Official Records of Alameda County on November 3, 2017 as Instrument 2017244110. All defined terms not specifically defined herein shall have the meanings ascribed to them in the DA.

B. The DA relates to certain real property located in the City of Fremont, County of Alameda, State of California (the “**Property**”). The Property is more particularly described in the DA.

C. Developer conveyed a portion of the Property to Assignor as more particularly described in Exhibit A, attached hereto (the “**Transferred Property**”).

D. Assignor intends to convey the Transferred Property to Assignee.

SIGNED IN COUNTERPART

E. Assignor has the right to make the partial assignment of the DA to Assignee under Section 11.1 of the DA.

F. Assignor and Assignee acknowledge and agree that Assignee intends to construct a portion of the Project, comprised of up to ___ square feet on the Transferred Property in accordance with the Project Approvals (collectively, the “Assigned Development Rights”).

AGREEMENTS

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective Date. For purposes of this Assignment, the “Assignment Effective Date” shall be the date on which the deed from Assignor to Assignee for the Transferred Property is recorded in the Official Records.

2. Assignment and Assumption. From and after the Assignment Effective Date, Assignor hereby transfers, assigns and conveys to Assignee, without representation or warranty, the Transferred Rights and Obligations, as defined in Section 3 below. From and after the Assignment Effective Date, Assignee, for itself and its successors and assigns, hereby accepts the foregoing assignment, assumes such Transferred Rights and Obligations, and expressly agrees for the benefit of Assignor and City to perform all of Assignor’s obligations as “Developer” under the DA with respect to the Transferred Rights and Obligations relating to the period from and after the Effective Date.

3. Transferred Rights and Obligations.

(a) Except as provided in Sections 3(b) below, the “**Transferred Rights and Obligations**” shall mean and include all of the rights of Assignor under the DA that (i) apply exclusively to the Transferred Property, or (ii) apply nonexclusively to the Transferred Property solely to the extent necessary to develop the Transferred Property in accordance with the Assigned Development Rights.

(b) The Transferred Rights and Obligations shall also mean and include the following provisions of the DA:

(i) Landscape improvements required along the frontage of Bunche Drive along the Auto Mall parcels, as set forth in Section 6.3.A and Item No. 9 of Exhibit D to the DA.

(ii) Traffic signal modification at Bunche Drive and Boscell Drive as set forth in Section 6.3.A and Item No. 5 of Exhibit D to the DA.

(c) The Transferred Rights and Obligations shall not mean or include, and Assignee shall have no right, title, interest, or obligation, as applicable, pursuant to the following provisions of the DA:

(i) Any obligation with respect to Traffic Improvements not described in Section 3(b) above.

(ii) Any obligation with respect to Public Access Improvements not described in Section 3(b) above.

(iii) Any obligation with respect to the vesting tentative parcel map referenced in Section 6.5 of the DA.

4. Release. Pursuant to Section 11.2 of the DA, from and after the Effective Date, (a) Assignor shall be released from the obligations and liabilities under the DA with respect to the Transferred Property and Transferred Rights and Obligations, and any subsequent default or breach with respect to the Transferred Rights and Obligations shall not constitute a breach or default with respect to retained rights and obligations under the DA, and (b) Assignor relinquishes all rights under the DA with respect to the Transferred Property and Transferred Rights and Obligations.

5. Governing Law; Venue. This Assignment shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Assignment shall be filed and litigated exclusively in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

6. Entire Agreement/Amendment. This Assignment constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Assignment. This Assignment may not be amended except by an instrument in writing signed by each of the Parties.

7. Further Assurances. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assignment and the DA.

8. Successors and Assigns. Subject to the restrictions on transfer set forth in the DA, this Assignment and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

9. Rights of City. All rights of City under the DA and all obligations to City under the DA which were enforceable by City against Assignor with respect to the Transferred Rights and Obligations prior to the Assignment Effective Date shall be fully enforceable by City against Assignee from and after the Assignment Effective Date.

10. Rights of Assignee. All rights of Assignor and obligations to Assignor under the DA which were enforceable by Assignor against City with respect to the Transferred Rights and Obligations prior to the Assignment Effective Date shall be fully enforceable by Assignee against City from and after the Assignment Effective Date.

11. Attorneys' Fees. In the event of any litigation pertaining to this Assignment, the losing party shall pay the prevailing party's litigation costs and expenses, including without limitation reasonable attorneys' fees.

12. City Consent; City is a Third-Party Beneficiary. City's countersignature below is for the limited purposes of clarifying that there is privity of contract between City and Assignee

with respect to the DA. The City is an intended third-party beneficiary of this Assignment, and has the right, but not the obligation, to enforce the provisions hereof.

13. Recordation. Assignor shall cause this Assignment to be recorded in the Official Records of Alameda County, and shall promptly provide conformed copies of the recorded Assignment to City and Assignee.

14. Address for Notices. Assignee's address for notices, demands and communications under Section 13.5 of the DA is as follows:

c/o AN Motors on Federal Highway, LLC
200 SW 1st Ave, Ste. 1400
Fort Lauderdale, FL 33301
Attn: Real Estate Counsel

15. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Assignment. The Parties acknowledge that this Assignment is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both have participated in the negotiation and drafting of this Assignment, this Assignment shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

16. Severability. If any term, provision, condition or covenant of this Assignment or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the Parties have been materially altered or abridged thereby.

17. Applicable Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, applicable to contracts executed in and to be performed entirely within that state, and without regard to the conflicts of laws, or choice of law provisions thereof.

18. Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either Party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that Party's actual knowledge: (a) that the DA is unmodified and in full force and effect (or, if there have been modifications, that the DA is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the DA by City and the requesting party (or, if defaults are asserted, so describing with reasonable specificity), and that there are no conditions which, with the Assignment is unmodified and in full force and effect (or, if there have been modifications, that this Assignment is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

19. No Waiver. No delay or omission by either Party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other Party

under the provisions of this Assignment shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either Party of any of the covenants, conditions or obligations to be performed by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

20. 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 assignor and assignee.

21. Time of the Essence. Time is of the essence in the performance by each Party of its obligations under this Agreement.

22. Authority. Each person executing this Assignment 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', members', managers', and other approvals have been obtained.

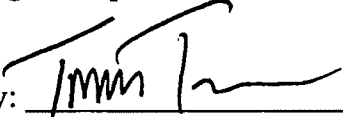
23. Counterparts. This Assignment may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the Assignment Effective Date.

ASSIGNOR:

PC AUTO MALL OWNER, LP,
a Delaware limited partnership

By: Fremont Industrial Partners GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: TIMUR TEUMER
Title: MANAGER

ASSIGNEE:

AN MOTORS ON FEDERAL HIGHWAY,
LLC, a Delaware limited liability company

By: SIGNED IN COUNTERPART
Name: _____
Title: _____

SIGNED IN COUNTERPART

under the provisions of this Assignment shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either Party of any of the covenants, conditions or obligations to be performed by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

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22. Authority. Each person executing this Assignment 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', members', managers', and other approvals have been obtained.

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IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the Assignment Effective Date.

ASSIGNOR:

PC AUTO MALL OWNER, LP,
a Delaware limited partnership

By: Fremont Industrial Partners GP, LLC,
a Delaware limited liability company,
its general partner

By: SIGNED IN COUNTERPART
Name: _____
Title: _____

ASSIGNEE:

AN MOTORS ON FEDERAL HIGHWAY,
LLC, a Delaware limited liability company

By: _____
Name: Charles W. Sabadash III
Title: Authorized Agent

MTA
HB

SIGNED IN COUNTERPART

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California)
) ss
County of LOS ANGELES

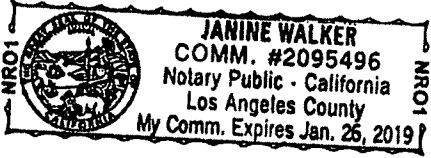
On 1/17/2018, before me, JANINE WALKER, NOTARY PUBLIC
(Name of Notary)

notary public, personally appeared TIMUR TEUMER
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same
in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument
the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Notary signature)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida)
) ss
County of Broward)

On JANUARY 19, 2018, before me, CHARLENE J. WILLIAMSON,
(Name of Notary)

notary public, personally appeared CHARLES W. SABADASH III
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Charlene J. Williamson
(Notary signature)

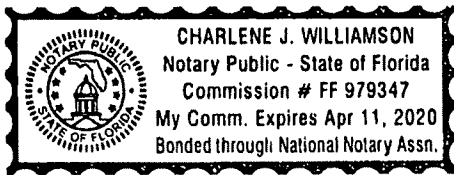


EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

Parcels 1 and 2, as shown on Parcel Map 10510, filed November 27, 2017 in Parcel Map Book 338, Pages 18-21, inclusive, Alameda County Records.

PARCEL B:

Non-exclusive easements appurtenant to Parcel A hereinabove described, as defined in Article 4 of the certain document entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Pacific Common South", recorded January 19, 2018, Instrument No. 201810717, of Official Records.