RESTATED AND AMENDED FIRST AMENDMENT TO CONTINGENT AGREEMENT TO PURCHASE AND SELL REAL ESTATE AND ESCROW INSTRUCTIONS

THIS RESTATED AND AMENDED FIRST AMENDMENT TO CONTINGENT AGREEMENT TO PURCHASE AND SELL REAL ESTATE AND ESCROW INSTRUCTIONS (this "Amendment") is entered into as of _____, 2018 by and between THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a public entity ("Seller") and CRAIG REALTY GROUP CITADEL, LLC, a California limited liability company ("Buyer").

RECITALS

A. Seller and Buyer entered into a Contingent Agreement to Purchase and Sell Real Estate and Escrow Instructions dated January 20, 2015 ("Original Purchase Agreement"), pursuant to which Seller agreed to sell and Buyer agreed to buy certain real property in the City of Commerce, California ("the Land"), together with other forms of property (collectively referred to as "the Property"), as more particularly described in the Original Purchase Agreement.

B. Seller and Buyer wish to amend the Original Purchase Agreement pursuant to the terms and conditions of this Amendment. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Original Purchase Agreement. This Amendment was negotiated previously but may not have been fully approved and/or executed, so for avoidance of doubt, any prior version of this Amendment is hereby of no further force or effect and superseded in its entirety by this Amendment.

C. The Original Purchase Agreement contemplates development of an "Industrial Portion" of the Land as an "Industrial Development," as specified in Article 6 of the Original Purchase Agreement, by the Ryzman Family Trust.

D. Since the time of the Original Purchase Agreement, the Ryzman Family Trust has informed the Successor Agency and Buyer that it does not intend to proceed with the "Industrial Development." This Amendment eliminates that aspect of the Original Purchase Agreement.

E. The Successor Agency's Long Range Property Management Plan ("LRPMP") anticipates that the Successor Agency would sell the Land to Buyer for purposes of commercial and retail development. This Amendment eliminates the possibility that the Ryzman Family Trust can develop an industrial use on the Land and allows the Successor Agency to pursue the original purpose of developing the entire Land as a retail and commercial use.

F. The Original Purchase Agreement will continue to control all aspects of the agreement between the Successor Agency and Buyer except for those terms that this Amendment explicitly modifies.

NOW, THEREFORE, incorporating the foregoing recitals as a part of this Amendment, and in consideration of the mutual covenants and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

AGREEMENT

1. Recital A. Recital A of the Original Purchase Agreement shall be replaced in its entirety by the following:

> The "Land" which is the subject of this Agreement consists of approximately twenty-five and 29/100 (25.29) acres located in the City of Commerce, County of Los Angeles, State of California, more particularly described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto and by this reference incorporated herein. Exhibit "A-1" depicts the approximate boundaries of the Land. 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 by Seller in connection with the Land or located on the Land, including without limitation, development rights, governmental approvals and land entitlements.

Exhibit A, attached hereto, shall become Exhibit A-1 to the Original Purchase Agreement.

2. Article 2. Article 2 of the Original Purchase Agreement shall be replaced in its entirety by the following:

> The Property that is the subject of this Agreement will be the subject of a Development Agreement between the City of Commerce and the Buyer, as set forth in Section 6.3 below, that will allow for development of a retail and commercial development on the Property (the "Project"). The Project and Buyer as developer of the Project are contemplated by the City of Commerce General Plan and by Seller's Long Range Property Management Plan previously approved by the California Department of Finance. An Initial Study and other appropriate environmental review and analysis will be prepared pursuant to the requirements of the California Environmental Quality Act ("CEQA") to analyze the potential environmental impacts of the Project before it is considered by the City's Planning Commission and City Council. This Agreement sets forth the terms upon which Buyer will purchase the Property from Seller in the event the Project is ultimately approved, but is contingent upon the City approving the Project based upon information produced from the CEQA environmental review process and all other applicable public review and hearing processes. Nothing in this Agreement shall limit the City's authority to disapprove the Project, in whole or in part, or to consider any alternative to the Project, including an alternative site for the Project. Nor shall anything in this Agreement in any way limit the City's discretion to modify and/or impose mitigation measures on the Project. The City shall maintain sole and absolute discretion to deny, modify or condition the Project, and nothing in this Contingent Agreement shall be construed to alter or impose any limitations on the City's reserved police powers and legislative discretion.
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> In the event the City Council rejects the Project and does not approve it, this Agreement and any amendments shall automatically and immediately terminate. In the event the City Council approves and certifies the CEQA document that is required for the Project and approves the Project, the date the City Council approves Development Agreement shall be considered the "Project Approval Date" for purposes of this Agreement.

3. Article 6, Section 6.3. Article 6, Section 6.3 of the Original Purchase Agreement shall be replaced in its entirety by the following:

6.3 Development Agreement. Buyer and the City of Commerce shall, while this Agreement is in effect and before the Close of Escrow, negotiate and exercise diligent efforts to cause to be completed, approved, executed and delivered, a Development Agreement respecting Buyer's development of the Property ("Development Agreement"). The Development Agreement shall include such provisions as are agreed to by Buyer and the City, including without limitation, provisions that Buyer shall exercise commercially reasonable diligent efforts to (i) complete development of a minimum of seventy percent (70%) of the usable area of the Property with not less than 250,000 square feet (including single and multistory, up to seventy feet in height) of retail uses consistent with the type, nature and quality of Buyer's adjacent Citadel Outlets, provided such uses may not necessarily be exclusively outlet retail ("Buyer's Retail Development"); (ii) complete Buyer's Retail Development and commence operations within thirty (30) months following the later of the Close of Escrow, or the approval of Buyer's development plans for Buyer's Retail Development (including construction plans and specifications when applicable) by all requisite governmental authorities and expiration of all appeal periods thereto without an appeal having been filed; (iii) achieve an average of $500 per square foot in retail sales on the ground floor space occupied by retail operations in Buyer's Retail Development by the sixtieth (60th) month of such operations (such amount to be calculated by taking the total sales generated by Buyer's Retail Development divided by the total ground floor rentable floor space of retail properties within Buyer's Retail Development); and (iv) design and install open space and landscaping areas to create a place of presence and regional and local attraction for the public. The Development Agreement shall also include (a) Buyer's covenant that the annual assessed valuation for the Property and Buyer's Retail Development shall be no less than Forty-Five Million Dollars ($45,000,000.00) by the sixtieth month of operations of retail businesses on Buyer's Retail Development. The Development Agreement shall also provide for the City's cooperation and assistance in relocation of oil lines on the Property, lot line adjustments and consolidations of portions of the Property, and relocation, opening and/or closure of various public rights of way accessing the Property.

4. Closing Date. Pursuant to Section 3.2 of the Original Purchase Agreement, the Closing Date was to occur within ninety (90) days following the later of the Project Approval Date or the CDOF Acceptance Date, subject to extension as provided in Section 4.1 of the Original Purchase Agreement. Although the CDOF Acceptance Date has heretofore occurred with respect to the Original Purchase Agreement, the Project Approval Date has not yet occurred and this Amendment remains subject to the fullest extent required to approval by the Seller, the Oversight Board and the California Department of Finance. Due to the complexity of issues pertaining to the approval of the Project and the CEQA analysis relating thereto, it is presently not anticipated that the Project Approval Date, assuming approval of the Project is forthcoming. will occur until late in 2018. Buyer and Seller hereby reaffirm the Original Purchase Agreement and the provisions thereof, and agree that it remains in full force and effect notwithstanding such delay.

5. Full Force and Effect. Except as explicitly modified by this Amendment, the Original Purchase Agreement, and each provision thereof, shall continue unmodified and in full force and effect.

IN WITNESS WHEREOF, Buyer and Seller have executed this Restated and Amended First Amendment to Contingent Agreement to Purchase and Sell Real Estate and Escrow Instructions as of the date first above written.

"Buyer":

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

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

By: _____
Steven L. Craig
President

"Seller":

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

By: _____

Name: _____

Title: Chairperson

ATTEST:

By: _____
Name: Lena Shumway
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name: Noel Tapia
Title: Legal Counsel