

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 ASSIGNMENT AND ASSUMPTION OF LEASE NO. 35876, AND CONSENT THERETO

2 **35876**

3 THIS ASSIGNMENT AND ASSUMPTION OF LEASE NO. 35876, AND
4 CONSENT THERETO ("Assignment") is made and entered into as of January 10, 2022
5 ("Effective Date"), by and between the CITY OF LONG BEACH, a municipal corporation,
6 ("City"); M.O. DION & SONS, INC., a California corporation whose address is 5645 E.
7 Sorrento Drive, Long Beach, California 90803 ("Assignor"); and DION & SONS MARINE
8 FUELS, INC., a California corporation whose address is 5645 E. Sorrento Drive, Long
9 Beach, California 90803 ("Assignee").

10 WHEREAS, reference is made to that certain Lease No. 35876 dated
11 January 1, 2020 (the "Lease") by and between Assignor, as tenant, and the City, as
12 landlord; and

13 WHEREAS, Assignor has agreed to assign, and Assignee has agreed to fully
14 accept and assume, Assignor's rights, interests, duties, and obligations in the Lease; and

15 WHEREAS, City desires to consent to this Assignment and Assumption;

16 NOW, THEREFORE, in consideration of the mutual promises, covenants,
17 guaranties and conditions contained in this Agreement, the parties agree as follows:

18 1. Assignment. Assignor hereby assigns to Assignee all of its right, title
19 and interest as lessee in, to and under the Lease. Assignor shall indemnify, defend,
20 protect, and hold harmless Assignee from any and all claims and liabilities arising prior to
21 the Effective Date on account of the Lease.

22 2. Assumption. Assignee hereby assumes and agrees to perform all
23 duties and obligations of Assignor as lessee under the Lease that accrue on or after the
24 Effective Date. Assignee shall indemnify, defend, protect, and hold harmless Assignor
25 from any and all claims and liabilities arising from and after the Effective Date on account
26 of the Lease.

27 3. Consent. City hereby consents to the assignment and assumption of
28 the Lease evidenced by this Assignment.

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4. Miscellaneous.

A. Binding Effect and Assignment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors, assigns, and legal representatives.

B. Severability. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected.

C. Waivers. No waiver or breach of any covenant or provision shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

D. Construction. Headings are solely for the parties' convenience, are not a part of this Assignment, and shall not be used to interpret this Assignment. The singular form shall include plural and vice versa. This Assignment shall not be construed as if it had been prepared by one party, but as all parties have prepared it. Unless otherwise indicated, all references to sections are to this Assignment.

E. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

F. Amendment. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee, and consented to by City.

G. Third-Party Rights. Nothing in this Assignment, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

H. Attorney Fees. In the event of any litigation between Assignor and Assignee arising out of the duties and obligations of Assignor or Assignee under this Assignment or concerning interpretation of any of its provisions, the losing party shall pay the prevailing party's costs and expenses of the litigation, including

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IN WITNESS WHEREOF, the parties have caused this document to be executed with all formalities required by law as of the last date indicated below:

M.O. DION & SONS, INC., a California corporation

1/17/22, 2022

By [Signature]
Name Matt Cullen
Title President

1/18/22, 2022

By [Signature]
Name Bill Fr
Title CS

"Assignor"

DION & SONS MARINE FUELS, INC., a California corporation

1/17/22, 2022

By [Signature]
Name Matt Cullen
Title President

January 17, 2022

By [Signature]
Name Judy Cullen
Title Secretary

"Assignee"

Consented to by:

CITY OF LONG BEACH, a municipal corporation

April 25, 2022

By [Signature]
City Manager

"City"

This Consent to Assignment and Assumption of Lease No 35876 is approved as to form on March 31st, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Anita Lakhani, Deputy City Attorney

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.