

24823

**ASSIGNMENT OF LEASE AND  
TAX SHARING AGREEMENT**

This Assignment of Lease and Tax Sharing Agreement (“Assignment”) dated as of the 24th day of February, 2023 (the “Effective Date”), is between WORTHINGTON FORD, INC., a California corporation (“Assignor”), LONG BEACH FORD, LLC, a California limited liability company, a California limited liability company (“Assignee”), and the CITY OF LONG BEACH, a California municipal corporation (the “City”).

Background

Assignor, as lessee, and the City, as lessor, are parties to Lease No. 24823 dated June 25, 1996 (as amended, the “Master Lease”), with respect to approximately 3.244 acres in the City of Long Beach (“Property”), as more particularly described in the Lease. A correct copy of the Master Lease is attached to this Assignment as **Exhibit “A.”**

Assignor and City are parties to that certain Agreement dated October 1, 2015 (“Tax Sharing Agreement”), pursuant to which Assignor, as sublessor, and City, as sublessee, entered into that certain Sublease dated October 1, 2015 (“Sublease”) with respect to the Property, and that certain Sub-Sublease dated October 1, 2015 (“Sub-Sublease”) with respect to the Property wherein Assignor is sub-sublessee and City is sub-sublessor. A correct copy of the Tax Sharing Agreement, Sublease, and Sub-Sublease are attached to this Assignment as **Exhibit “B.”**

City provided and continues to provide tax assistance to Assignor pursuant to the Tax Sharing Agreement, Sublease, and Sub-Sublease.

Assignor is a party to that certain Agreement for Purchase and Sale of Automobile Dealership Assets dated August 17, 2022 (“APA”), by and between Assignee, as successor by assignment from Bob Nouri (“Buyer”), and Assignor, as Seller, pursuant to which Assignee will acquire substantially all of the Assignor’s assets used or useful in connection with the operation of the Ford dealership for the purpose of succeeding Assignor as an authorized Ford Dealer at 2950 Bellflower Blvd., Long Beach, California 90815.

Assignor desires to assign all of its rights and obligations under the Master Lease, Tax Sharing Agreement, Sublease, and Sub-Sublease (each, individually an “Assigned Document” and collectively, the “Assigned Documents”) to Assignee, and Assignee is willing to accept such assignment and assume the Assignor’s obligations under the Assigned Documents. The City is willing to agree to the assignment and assumption of the Assigned Documents.

In furtherance of the foregoing, the parties hereby agree as follows:

1. **Assignment and Assumption of Assigned Documents.** Contingent on the close of escrow of the APA (the “Closing Date”), Assignor hereby assigns, conveys, transfers, and sets over to Assignee all of Assignor’s right, title, and interest in, to, and under the Assigned Documents. Assignee hereby assumes and agrees to perform, fulfill, and comply with all covenants, terms, conditions, and obligations to be performed, fulfilled, or complied with by Assignee under the Assigned Documents arising from and after the Closing Date.

2. **Indemnification.** Assignee shall indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage, or expense, including but not limited to reasonable attorney's fees, originating on or after the Closing Date and arising out of Assignee's obligations under the Assigned Documents. Assignor shall indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage, or expense, including but not limited to reasonable attorney's fees, originating before the Closing Date and arising out of Assignor's obligations under the Assigned Documents.
  
3. **Consent of the City.** The City hereby consents to this Assignment. As of the Closing Date, the City shall look to Assignor under the terms of the Assigned Documents with respect to any performance obligations relating to, or arising out of, the Assigned Documents that occurred before the Closing Date. The City shall look to Assignee under the terms of the Assigned Documents with respect to any performance obligations relating to, or arising out of, the Assigned Documents that occur on or after the Closing Date.
  
4. **Binding Effect.** This Assignment binds and inures to the benefit of the parties and their successors and assigns.
  
5. **Notices.** As of the Closing Date, all notices under the Assigned Documents must be addressed as follows:

*If notice is to Assignor:*

Mr. Nick Worthington  
Worthington Ford  
73261 Highway 111, Suite 207  
Palm Desert, CA 92260  
Email: [nickworthington2003@gmail.com](mailto:nickworthington2003@gmail.com)

*with a copy to:*

Larry Miles  
Miles McLeod Law Firm  
3828 Watt Ave., C-301  
Sacramento, CA 95821  
Email: [larry@milesfirm.com](mailto:larry@milesfirm.com)

*If notice is to the City:*

City Manager  
City of Long Beach  
411 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802

*If notice is to Assignee:*

Long Beach Ford, LLC  
2395 Delaware Avenue  
Santa Cruz, California 95060  
Attention: Bob Nouri  
Email: bobnouri@bndealerships.com

*with a copy to*

Calvert Law Firm  
1041 NW Grand Boulevard  
Oklahoma City, Oklahoma 73118  
Attention: Monica J. Hoenshell  
Email: mhoenshell@calvertlaw.com

6. **Governing Law.** This assignment is to be interpreted and applied in accordance with California law. Exhibit A and Exhibit B are part of this Assignment and incorporated herein.
7. **Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Assignment and the consummation of the transactions contemplated hereby.
8. **Counterparts.** The parties may execute this Assignment in counterparts, each of which will be considered an original, but all of which will constitute the same assignment.

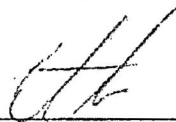
[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

AGREED AND ACKNOWLEDGED:


ASSIGNOR:

WORTHINGTON FORD, INC.,  
a California corporation

By:   
Name: Nick Worthington  
Title: President

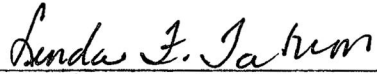
ASSIGNEE:

LONG BEACH FORD, LLC,  
a California limited liability company

By:   
Name: Mehraban Khajehnouri, Manager

CITY:

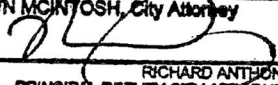
CITY OF LONG BEACH, a California  
municipal corporation

By:   
Name: LINDA F. TATUM  
Title: ASST CITY MANAGER

APPROVED AS TO FORM

2-27-23

DAWN MCINTOSH, City Attorney

By:   
RICHARD ANTHONY  
PRINCIPAL DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

EXHIBIT A  
MASTER LEASE  
(To be attached)

OFFICE OF THE  
**CITY ATTORNEY**  
OF  
**LONG BEACH**

JOHN R. CALHOUN  
CITY ATTORNEY

ROBERT E. SHANNON  
ASSISTANT

City Hall  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
(310) 570-2200

WORKERS' COMPENSATION SECTION  
(310) 570-2245

Telecopier  
(310) 436-1579

September 24, 1996

Rod Wilson  
Worthington Ford, Inc.  
4737 West 156th Street  
Lawndale, CA 90260

**Via Federal Express**

Re: Lease Between Worthington Ford,  
Inc. and City of Long Beach

Dear Mr. Wilson:

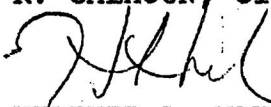
Pursuant to Susan Shick's request, I have made two changes at pages 1, 2 and 7. Please have Mr. Worthington initial these changes where indicated and return to Susan Shick for her execution.

Please give me a call if I can provide you with anything further.

Very truly yours,

JOHN R. CALHOUN, City Attorney

By

  
HEATHER A. MAHOOD,  
Principal Deputy

HAM:vmh  
Enclosures