

Novemeber 14, 2014

**EXHIBIT L
FORM OF ASSIGNMENT, ASSUMPTION AND RELEASE**

RECORDING REQUESTED BY:

**NAPA COUNTY DEPT. OF PLANNING, BUILDING
AND ENVIRONMENTAL MANAGEMENT
(Exempt from Recording Fees Pursuant
to Government Code Section 27383)**

AND WHEN RECORDED MAIL TO:

NAPA COUNTY
County Administration Building
1195 Third Street, Suite 210
Napa, CA 94559
Attention: County Counsel

**ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT RELATIVE TO
DEVELOPMENT AGREEMENT BY AND BETWEEN NAPA COUNTY AND NAPA
REDEVELOPMENT PARTNERS, LLC**

(Napa Pipe [Insert Transfer Property Description])

This ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this "AARA"), dated as of _____, _____, is entered into by and among NAPA COUNTY, [CITY OF NAPA after Property annexed] a political subdivision of the State of California [("County")]["City"], and NAPA REDEVELOPMENT PARTNERS, LLC, a Delaware limited liability company ("Landowner"), and _____, a _____ ("Transferee"), with respect to the property described in Exhibit A attached hereto and made a part hereof (the "Transferred Property").

RECITALS

A. In accordance with the Development Agreement Statute, of the State of California (Government Code Section 65864 et seq.), Napa County (the "County"), acting through its Board of Supervisors, approved a Development Agreement for a mixed use project known as Napa Pipe (the "Project") dated as of _____, 2014, by Ordinance No. _____ adopted by the Board of Supervisors on _____, 2014 (the "Development Agreement"). The Development Agreement was recorded in the Office of the Recorder of the County of Napa, State of California (the "Official Records") on _____, 2014, at _____. The Development Agreement, as may have been subsequently amended and as it may be further amended from time to time, is herein referred to as the "Development Agreement" and, unless otherwise defined in this Agreement, all initially capitalized defined terms used in this Agreement shall have the respective meanings given them in such Development Agreement.

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B. The Development Agreement provides for the development, rehabilitation and revitalization of the property located on approximately 154-acres of real property in unincorporated Napa County located at 1025 Kaiser Road, designated by Assessor's Parcel Numbers (APNs) 046-412-005 and 046-400-030 and as more particularly described in the Development Agreement (the "Napa Pipe Property").

C. In order to facilitate the development of the Project within the Napa Pipe Property as well as the Transferred Property, the County adopted certain land use approvals for the Project, a list of which is set forth on Exhibit B attached hereto and made a part hereof (the "Project Approvals"). The list of Project Approvals attached hereto as Exhibit B is illustrative of the material documents and instruments governing development of property within the Napa Pipe Property and the Transferred Property in particular, but is not intended to be an exhaustive list of all documents, instruments, and/or other matters that may govern development of the Napa Pipe Property.

D. The Development Agreement provides that, subject to the terms and conditions contained in Section 19 thereof, Landowner (and any Transferee) shall have the right (1) to Transfer all or any portion of the Property during the Term of the Development Agreement; (2) to assign all or a portion of its rights and obligations under the Development Agreement to a Transferee; and (3) upon the County's receipt of an Assumption Agreement duly executed in accordance with the terms of the Development Agreement [and additional evidence of experience and financial resources as described in Section 19.2.2, applicable to a release associated with the assignment and assumption of Public Improvement obligations] to be released from those obligations of the Landowner under the Development Agreement that are applicable to the portion of the Property so Transferred but that are not intended to be retained by the Landowner after the Transfer.

E. Landowner and Transferee have entered into that certain Purchase [Transfer] Agreement dated as of _____, pursuant to which Landowner has agreed to sell or transfer to Transferee, and Transferee has agreed to acquire from Landowner, the Transferred Property upon the terms and conditions therein set forth.

F. In connection with the conveyance of the Transferred Property from Landowner to Transferee pursuant to Section 19 of the Development Agreement, Landowner desires to assign to Transferee effective as of the Landowner's conveyance of the Transferred Property to Transferee (the "Assignment Effective Date") certain of Landowner's rights, title, interest, burdens and obligations under the Development Agreement applicable to the Transferred Property, and Transferee is willing to accept such rights, title and interests and to assume such burdens and obligations, on the terms and conditions set forth in the Development Agreement and this AARA. In addition, in connection with the foregoing assignment and assumption, Landowner desires to be released by County from Landowner's obligations under the Development Agreement applicable to the Transferred Property (except as expressly provided below), and County is willing to release Landowner from such obligations, on the terms and conditions set forth in this AARA.

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AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County [City if applicable], Landowner, and Transferee agree as follows:

1. Assignment By Landowner.

1.1 Transferred Rights and Obligations. Except as provided in Section 1.2 hereof with respect to the Excluded Rights and Obligations, Landowner hereby assigns to Transferee as of the Assignment Effective Date each and all of the rights, title and interests of the Landowner under the Development Agreement to the extent applicable to the Transferred Property (collectively, the "Transferred Rights") and each and all of the burdens, obligations, terms, covenants, and agreements of the Landowner under the Development Agreement to the extent applicable to the Transferred Property (collectively, the "Transferred Obligations"), including without limitation, the obligation to comply with the requirements of the Development Agreement with respect to the application to the Transferred Property of (a) the MMRP, (b) **[those items of Project Infrastructure described in Exhibit C attached hereto]**, (c) Affordable Housing Plan, (d) Phasing Plan; (e) Design Review Procedures; and (f) [____], all as set forth in the Development Agreement. The Transferred Rights and the Transferred Obligations are sometimes collectively referred to herein as the "Transferred Rights and Obligations".

1.2 Excluded Rights and Obligations. Landowner and Transferee hereby expressly confirm and agree that the assignment and assumption contemplated in this Agreement shall not include or affect any of the following specifically excluded rights and obligations ("Excluded Rights and Obligations"): _____, and that Landowner further retains all of the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Property owned by Landowner, or which are not specifically assigned to and assumed by Transferee under this AARA.

2. Assumption By Transferee.

2.1 Transferee's Assumption. Transferee hereby accepts each and all of the Transferred Rights, and Transferee hereby assumes and agrees to be bound by and to perform, as a direct obligation of Transferee to County, each and all of the Transferred Obligations as of the Assignment Effective Date. The parties intend that, upon the Assignment Effective Date, Transferee shall become substituted for Landowner under the Development Agreement with respect to the Transferred Property for all Transferred Rights and Obligations.

2.2 Transferee's Acknowledgment. Transferee hereby acknowledges that Transferee has reviewed the Development Agreement and agrees to be bound by the Development Agreement and all conditions and restrictions applicable to the Transferred Property, including, without limitation, all conditions and restrictions contained in the Project Approvals that are applicable to the Transferred Property (as stated in Recital C above). The

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Project Approvals listed in Exhibit B attached hereto are illustrative of the material documents and instruments governing development of Property, but such list is not intended to be an exhaustive list of all documents, instruments, and/or other matters that may govern development of Property including Transferred Property).

3. Reaffirmation of Indemnifications; Survival of Public Benefits. Transferee hereby consents to and expressly reaffirms any and all indemnities of County [City] set forth in the Development Agreement, including, without limitation, Section 23 of the Development Agreement. Assignee understands that certain Public Benefits and Public Improvement obligations may survive the expiration of the Development Agreement and remain in effect in accordance with Section 7.7 of the Development Agreement.

4. Representations and Warranties of Landowner. Landowner hereby makes the following representations and warranties to County as of the Effective Date:

4.1 Development Agreement. To the extent applicable to the Transferred Property, the Development Agreement is [unmodified] and in full force and effect.

4.2 No Defaults. To the actual knowledge of Landowner, no default on the part of Landowner, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Landowner, exists under the Development Agreement with respect to the Transferred Property.

4.3 No Set-Offs. To the actual knowledge of Landowner, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of County or Landowner under the Development Agreement with respect to the Transferred Property.

4.4 No Termination Right. Landowner currently has no right to terminate the Development Agreement with respect to the Transferred Property pursuant to the Development Agreement.

4.5 Consents. Landowner has obtained all consents to the assignments and transfers of the Transferred Property to Transferee that may be required by any agreement to which Landowner is a party. Other than the consents so obtained, no consent to the Transfer of the Transferred Property to Transferee is required under any agreement to which Landowner is a party or by which the Transferred Property is bound (other than the Development Agreement).

4.6 No Conflicts. The execution, delivery, and performance by Landowner of this AARA (i) will not contravene any legal requirements applicable to Landowner or the Transferred Property, (ii) will not conflict with, breach or contravene any other agreement binding upon Landowner or the Transferred Property, and (iii) will not result in the creation or imposition of any liens on any portion of the Transferred Property (except as may be permitted under the terms of the Development Agreement).

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5. Representations and Warranties of Transferee. Transferee hereby makes the following representations and warranties to County as of the Effective Date:

5.1 No County Representations. Transferee has reviewed and is familiar with the terms and conditions of the Development Agreement. Transferee recognizes and acknowledges that, except as expressly provided herein, County [and City] makes no representation or warranty hereby, express or implied, regarding the amount, nature, or extent of any obligation, liability, or duty under the Development Agreement with regard to the Transferred Property. Transferee understands and acknowledges that (i) Transferee is responsible for satisfying itself as to the existence and extent of the Transferred Rights and Obligations, and (ii) in accordance with the representations made by County in Paragraph 6 below, County has not agreed to any amendment of any provision of the Development Agreement with regard to the Transferred Property and, except as expressly provided herein or in the Development Agreement, County has not waived any right of County or obligation of Landowner under the Development Agreement with respect to the Transferred Property.

5.2 Consents. Transferee has obtained all consents in connection with its assumption of the Transferred Obligations and for its acquisition of the Transferred Property that may be required by any agreement to which it is a party. Other than the consents so obtained, no consent to the acquisition of the Transferred Property is required under any agreement to which Transferee is a party.

5.3 No Conflicts. The execution, delivery, and performance by Transferee of this Agreement and of the Transferred Obligations (i) will not contravene any legal requirements applicable to Transferee, (ii) will not conflict with, breach, or contravene any other agreement binding upon Transferee, and (iii) will not result in the creation or imposition of any liens on any portion of the Transferred Property (except as may be permitted under the terms of the Development Agreement).

5.4 Litigation. To the current actual knowledge of Transferee, there are no actions, suits, or proceedings at law or in equity or by or before any governmental authority pending or threatened against or affecting Transferee in which there is a reasonable possibility of a determination adverse to Transferee and that are reasonably likely, individually or in the aggregate, if determined adversely to Transferee, to have a material adverse effect on the ability of Transferee to perform the Transferred Obligations.

[5.5 Financial Resources; Experience. Transferee (a) has "Net Worth" and/or "Liquid Assets" (as defined in Section 19.2.2 of the Development Agreement) or other financial resources that meet the standard set forth in Section 19.2.2 of the Development Agreement, and (b) has a development team with experience in developing projects reasonably related (i.e., substantially similar) to the project contemplated on the Transferred Property.]

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6. Representations and Warranties of County [City]. County hereby makes the following representations and warranties to Landowner and to Transferee as of the Assignment Effective Date:

6.1 Development Agreement. The Development Agreement is in full force and effect, and County has not agreed to any amendment of any provision of the Development Agreement with respect to the Transferred Property.

6.2 No Waivers. Except as expressly provided herein or in the Development Agreement, County has not waived any right of County or any obligation of Landowner under the Development Agreement with respect to the Transferred Property.

6.3 No Defaults. To the actual knowledge of County, no default on the part of Landowner, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Landowner, exists under the Development Agreement with respect to the Transferred Property.

6.4 No Set-Offs. To the actual knowledge of County, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of County or Landowner under the Development Agreement with respect to the Transferred Property.

6.5 No Termination Right. To the actual knowledge of County, County currently has no right to terminate the Development Agreement pursuant to the Development Agreement.

7. Release of Landowner.

7.1 Qualifying Transfer. County [City] hereby agrees to release Landowner from its obligations under the Development Agreement applicable to the Transferred Property, as more particularly set forth in Paragraph 7.2 below.

7.2 County [City] Release. County hereby unconditionally and irrevocably fully releases and discharges Landowner from the Transferred Obligations of Landowner under the Development Agreement applicable to the Transferred Property. Without limiting the generality of the foregoing, County acknowledges and agrees that Landowner shall not be liable for any default by Transferee with respect to the Transferred Obligations, and no default by Transferee with respect to the Transferred Obligations shall entitle County to modify or terminate the Development Agreement, or otherwise affect any rights thereunder, with respect to any portion of the Property other than the Transferred Property. With respect to the foregoing release, County hereby acknowledges that such release is made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such release. Further, as to unknown and unsuspected claims as of the Assignment Effective Date, County hereby acknowledges that such release is made with the full knowledge, understanding, and agreement that California Civil Code Section 1542 provides as follows, and County hereby agrees that the

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protection afforded by said Code Section and any similar law of the State of California or any other jurisdiction is specifically waived:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Napa County [City]

By: _____

7.3 County's [City's] Acknowledgment. Without in any way modifying, limiting, or expanding the provisions of Section 19 of the Development Agreement, County hereby confirms that, pursuant thereto (i) Transferee shall not be liable for any default by Landowner or any other Transferee in the performance of their respective obligations under the Development Agreement, and (ii) without limiting the foregoing, a default under the Development Agreement by Landowner or any other Transferee shall not entitle County to modify or terminate the Development Agreement, or otherwise affect any rights under the Development Agreement, with respect to the Transferred Property.

8. General Provisions.

8.1 Attorneys' Fees.

8.1.1 Prevailing Party. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism ("DRM") to enforce any provision hereof or for damages by reason of an alleged breach of any provision hereof, the prevailing party(ies) shall be entitled to receive from the losing party(ies) court or DRM costs or expenses incurred by the prevailing party(ies), including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party(ies) in such action or proceeding. Attorneys' fees under this Paragraph 8.1 include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

8.1.2 Reasonable Fees. For purposes of this AARP, reasonable fees of attorneys and any in-house counsel for County, Landowner, or Transferee shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the party's in-house counsel's services were rendered who practice in the same city in law firms with approximately the same number of

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attorneys as employed by the County [or City], or, in the case of Landowner's or Transferee's in-house counsel, as employed by the outside counsel for Landowner or Transferee, respectively.

8.2 Notices. A notice or communication under this Agreement by any party to any other party shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

8.2.1 in the case of a notice or communication to County,

Napa County Dept. of Planning, Building and Environmental
Management
County Administration Building
1195 Third Street
Suite 310
Napa, CA 94559
Attention: County Executive Officer

with a copy to:

Office of the County Counsel
County Administration Building
1195 Third Street
Suite 301
Napa, CA 94559
Attention: County Counsel

8.2.2 in the case of a notice or communication to Landowner,

Napa Pipe Redevelopment Partners, LLC
c/o Rogal Walsh & Mol
1025 Kaiser Road
Napa, CA 94558
Attention: Keith Rogal

with copies to:

Farallon Capital Management
One Maritime Plaza
Suite 2100
San Francisco, CA 94111
Attention: _____

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8.2.3 in the case of a notice or communication to Transferee,

with copies to:

For the convenience of the parties, copies of notices may also be given by telefacsimile.

8.2.4 Content of Notice. Every notice given to a party hereto, pursuant to the terms of the Development Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(a) the Section of the Development Agreement (or this AARA) pursuant to which the notice is given and the action or response required, if any;

(b) if applicable, the period of time within which the recipient of the notice must respond thereto;

(c) if applicable, that the failure to object to the notice within a stated time period will be deemed to be the equivalent of the recipient's approval or disapproval of or consent to the subject matter of the notice;

(d) if approval is being requested, shall be clearly marked "Request for Approval"; and

(e) if a notice of a disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

8.2.5 Effective Date of Notice. Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this AARA shall be deemed given, received, made, or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. No party may give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

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8.3 Successors and Assigns. This AARA shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, successors, and assigns.

8.4 Counterparts. This AARA may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one instrument. It shall not be necessary in making proof of this Agreement to account for more than one counterpart.

8.5 Captions. Any captions to, or headings of, the Sections, subsections or Paragraphs of this AARA are solely for the convenience of the parties hereto, are not a part of this AARA, and shall not be used for the interpretation or determination of the validity of this AARA or any provision hereof.

8.6 Amendment To Agreement. The terms of this AARA may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

8.7 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

8.8 Waiver. The waiver or failure to enforce any provision of this AARA shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.9 Applicable Law. This AARA shall be governed by and construed and enforced in accordance with the laws of the State of California.

8.10 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this AARA.

8.11 Partial Invalidity. If any portion of this AARA as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this AARA and shall in no way affect the validity or enforceability of the remaining portions of this AARA.

8.12 Independent Counsel. Each party hereto acknowledges that: (a) it has been represented by independent counsel in connection with this AARA; (b) it has executed this AARA with the advice of such counsel; and (c) this AARA is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel.

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IN WITNESS WHEREOF, County has caused this Agreement to be duly executed on its behalf as of the Effective Date.

Approved as to Form:

COUNTY OF NAPA, a political subdivision of the
State of California

County Attorney

[Include City of Napa after Property annexed]

By _____

By _____

State of California)
)
County of _____)

SS.

On _____, 201____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

My commission number is: _____

My commission expires:

Signature of Notary Public

(Seal)

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IN WITNESS WHEREOF, Landowner has caused this Agreement to be signed by a duly authorized person as of the Effective Date.

NAPA REDEVELOPMENT PARTNERS, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

State of California)
)
County of _____) SS.

On _____, 201____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

My commission number is: _____

My commission expires:

Signature of Notary Public

(Seal)

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IN WITNESS WHEREOF, Transferee has caused this Agreement to be signed by a duly authorized person as of the Effective Date.

TRANSFEREE

By: _____

Print Name: _____

Print Title: _____

State of California)
)
County of _____) SS.

On _____, 201____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

My commission number is: _____

My commission expires: _____

Signature of Notary Public

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF TRANSFERRED PROPERTY

EXHIBIT B

PROJECT APPROVALS

[include list of Development Entitlements from the D.A., and any subsequent project approvals applicable to the Transferred Property]

EXHIBIT C

ITEMS OF PROJECT INFRASTRUCTURE TO BE PROVIDED BY TRANSFEREE