

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made and entered into as of April 27, 2018 (the "Effective Date"), by and between Insight King Wah, LLC, a California limited liability company ("Assignor"), and Museum Place Owner LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

A. Assignor previously entered into that certain Disposition and Development Agreement dated as of September 19, 2017, as amended (the "DDA"), with the City of San Jose, a municipal corporation (the "City"), pursuant to which Assignor agreed to buy and develop, and the City agreed to sell, that certain property located in the City of San Jose, the County of Santa Clara, California and more particularly described therein. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the DDA.

B. Assignee subsequently purchased all the membership interests of Assignor. Contemporaneously with said purchase, Assignor desires to assign, and Assignee desires to accept assignment of and assume all of Assignor's right, title and interest in and to, the DDA upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. From and after the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the DDA.

2. Acceptance and Assumption. Assignee hereby accepts the assignment of the DDA and the rights and interest granted therein. Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, all of the obligations and liabilities of Assignor under the DDA arising on or after the Effective Date.

3. Indemnification. Assignor hereby agrees to indemnify, defend and hold harmless Assignee, its agents and constituent members, and their respective successors and assignees from and against any and all claims, losses, liabilities, and expenses, including reasonable attorneys' fees, suffered or incurred by Assignee by reason of any breach by Assignor of any of its obligations under this Assignment or arising out of anything pertaining to the DDA occurring or arising prior to the Effective Date.

4. No Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Assignment.

5. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

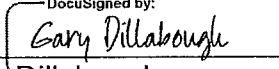
**[Signatures on Next Page]**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

INSIGHT KING WAH, LLC,  
a California limited liability company

By: Museum Place Owner LLC,  
a Delaware limited liability company  
Its manager

By:   
Name: Gary Dillabough  
Title: Authorized Signatory

**[Signatures continued on next page]**

**ASSIGNEE:**

Museum Place Owner LLC,  
a Delaware limited liability company

DocuSigned by:  
By: Gary Dillabough  
Name: Gary Dillabough  
Title: Authorized Signatory

**[Signatures continued on next page]**

HEREBY CONSENTED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF SAN JOSE, a California  
municipal corporation

By \_\_\_\_\_  
Toni J. Taber, CMC  
City Clerk

APPROVED AS TO FORM:

By Tom Murtha  
Thomas D. Murtha  
Sr. Deputy City Attorney