



THE CITY OF SAN DIEGO

May 22, 2014

Mr. Steven Moore, President
Expo Propane, Inc.
32565 B Golden Lantern, #168
Dana Point, CA 92629

Reference: Consent to Assignment for the premises known as
3650 1/3 Kettner Boulevard (APN 760-216-40)

Dear Mr. Moore:

Please find enclosed one (1) fully executed Consent to Assignment effective May 19, 2014 between Expo Propane, Inc., as the Permittee/Assignor, and EDPO, LLC, as Assignee, for the premises known as 3650 1/3 Kettner Boulevard, San Diego, CA 92101-1138.

If you have any questions, please feel free to contact me at hfarst@sanidiego.gov or (619) 236-6727.

Sincerely,

Heide E. Farst, CSM
Property Agent

HEF

cc: Kristin Geitz, Interim Director, Real Estate Assets

I:\Support Staff Group\WPO\2014\FARST\L-MOORE4.docx

Real Estate Assets Department

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

**CITY OF SAN DIEGO
CONSENT TO ASSIGNMENT**

[EXPO PROPANE, INC., 3650 1/3 Kettner Boulevard, San Diego, CA 92101-1138]

THIS CITY OF SAN DIEGO CONSENT TO ASSIGNMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of the later date upon which this Consent is signed by the City, approved by the San Diego City Attorney, and all "Prior to the Effective Date of this Consent" requirements set forth below are fully complied with ("Effective Date"). The Effective Date for this Consent is May 19, 2014.

RECITALS

- A. CITY, as the PERMITTOR, and EXPO PROPANE, INC., as the PERMITTEE/ASSIGNOR, are parties to that certain CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") dated June 1, 2012, relating to certain CITY-owned real property commonly known as APN 760-216-40 and located at 3650 1/3 Kettner Boulevard, San Diego, California 92101-1138, and more particularly described in the Permit.
- B. PERMITTEE/ASSIGNOR and EDPO LLC, a limited liability corporation ("ASSIGNEE") are parties to that certain ASSET PURCHASE AGREEMENT dated February 28, 2014 ("Purchase Agreement"), relating to the purchase, sale, and assignment of EXPO PROPANE, INC.
- C. PERMITTEE/ASSIGNOR now requests CITY's consent to assign its interests in and to the Permit to ASSIGNEE.

NOW, THEREFORE, in consideration of the following terms and conditions, CITY agrees as follows:

- 1. Consent by CITY. Upon the Effective Date of this Consent, CITY consents to the assignment of PERMITTEE/ASSIGNOR's rights and obligations under the Permit to ASSIGNEE. By this Consent, CITY does not release PERMITTEE/ASSIGNOR from its obligations under the Permit. PERMITTEE/ASSIGNOR shall remain liable for said obligations, including the payment of all rents arising prior to and after the Effective Date of this Consent. Should ASSIGNEE fail to perform under the Permit, CITY may proceed directly against PERMITTEE/ASSIGNOR, ASSIGNEE, or any other person liable under the Permit without first exhausting CITY'S remedies against any of them.
- 2. Permit Controls. The terms and conditions of this Consent shall be subject and subordinate to the terms and conditions of the Permit unless otherwise set forth in this Consent. The CITY is not bound by any term or condition in the Purchase Agreement.
- 3. Assignment & Assumption Notice. Upon the Effective Date of this Consent, and subject to the conditions set forth in section "1" above, ASSIGNEE shall assume all of PERMITTEE/ASSIGNOR'S rights and obligations as "PERMITTEE" under the Permit. Any notice given to PERMITTEE/ASSIGNOR or ASSIGNEE shall be sent to the respective

address set forth below, or such other address as the party may designate for service of notice by a notice given in accordance with the Permit.

- a) PERMITTEE/ASSIGNOR'S address for notices after the Effective Date will be:
**32565 B. GOLDEN LANTERN #168
DANA POINT, CALIFORNIA 92629**
- b) ASSIGNEE'S address for notices after the Effective Date will be:
**200 WEST MADISON STREET, SUITE 980
CHICAGO, ILLINOIS 60606**
4. Insurance. Prior to the Effective Date of this Consent, ASSIGNEE shall provide CITY with all Certificates of Insurance and/or binders required under the Permit. Such certificates and binders shall name as additional insureds the CITY, its employees, officers, elected officials, its representatives and agents.
5. Processing Fees Owed to CITY. Prior to the Effective Date of this Consent, PERMITTEE/ASSIGNOR shall pay the processing fee owed to CITY in the amount of Six Hundred Seventy Dollars (\$670.00) concurrent with the closing of the Purchase Agreement. Said processing fee has been paid and received by CITY.
6. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the granting of this Consent or the consummation of the Asset Purchase Agreement which is the subject of this Consent. PERMITTEE/ASSIGNOR and ASSIGNEE, and each of them, jointly and severally, shall protect, defend, indemnify and hold CITY harmless from and against any claim for any such brokerage commission or finder's fee, and from any cost or expense, including without limitation attorney fees, incurred by CITY as a direct or indirect result of any such claim for a brokerage commission of finder's fee.
7. Subsequent Assignments Recapture. This Consent does not constitute consent to any other subsequent subletting or assignment of the Permit and does not relieve ASSIGNEE or any persons claiming under or through ASSIGNEE of the obligation to obtain the prior written consent of CITY prior to subletting and/or assigning the Permit.
8. Legal Proceedings. If, as a result of an action brought by or against PERMITTEE/ASSIGNOR in connection with this Consent, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE/ASSIGNOR shall pay all of CITY'S costs and expenses thereof, including without limitation reasonable attorney fees and costs.
9. Controlling Law. The terms and provisions of this Consent shall be construed in accordance with, and shall be governed by, the laws of the State of California.
10. Captions. Captions in this Consent are included for convenience only and do not modify any of the terms of this Consent.

11. Entire Agreement. This Consent constitutes the final, complete, and exclusive statement pertaining to the terms of CITY's Consent. This Consent supersedes all prior and contemporaneous understandings or agreements that may exist pertaining to this Consent, whether oral or written, and is binding on and inures to the benefit of the parties to the Permit, their respective heirs, representatives, successors or assigns. Any agreement made after the Effective Date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by CITY and states that said agreement modifies this Consent.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 5/14/14

BY: 
Kristin J. Gritz
Interim Director, Real Estate Assets Dept.

Approved as to form and legality this
19th day of May, 2014

JAN I. GOLDSMITH, City Attorney

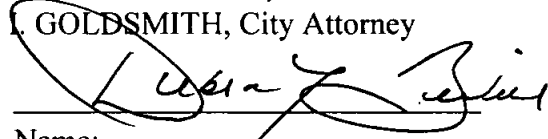
BY: 
Name: Debra J. Bevier
Title: Deputy City Attorney

Exhibit E**GENERAL BILL OF SALE**

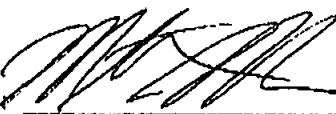
Pursuant to the provisions of that certain Asset Purchase Agreement, dated as of February 28, 2014 (the "Purchase Agreement"), by and among Expo Propane, Inc., a California corporation ("Seller"), the owners of all of the issued and outstanding shares of capital stock of Seller, and EDPO LLC, a Delaware limited liability company ("Purchaser"), and in consideration of the mutual covenants and agreements set forth therein, Seller does by these presents sell, transfer and convey to Purchaser and its successors and assigns all of Seller's right, title and interest in and to the Assets as defined in and more particularly described in the Purchase Agreement.

This General Bill of Sale is given pursuant to the terms of the Purchase Agreement and is subject to the terms and conditions contained therein. Any term used herein but not defined herein shall have the meaning assigned to such term in the Purchase Agreement. Seller, for itself and its successors and assigns, hereby covenants and agrees with Purchaser and its successors and assigns to warrant and defend its good title to said Assets and its right and authority to sell, transfer and convey the same to Purchaser.

IN WITNESS WHEREOF, an authorized officer of Seller has duly executed this General Bill of Sale on this February 28, 2014.

SELLER:

EXPO PROPANE, INC.



By _____

Name: Steven Moore

Title: President

**Business Entities (BE)**

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**
(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information**

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work April 4, 2014. Please refer to **Processing Times** for the received dates of filings currently being processed. T complete or certified record of an entity.

Entity Name:	EXPO PROPANE, INC.
Entity Number:	C2730619
Date Filed:	01/03/2005
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	32565 B GOLDEN LANTERN #168
Entity City, State, Zip:	DANA POINT CA 92629
Agent for Service of Process:	M STEVEN MOORE
Agent Address:	9144 ROSE ST
Agent City, State, Zip:	BELLFLOWER CA 90706

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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- [Business Search](#)
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(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

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- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, April 4, 2014. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	EDPO, LLC
Entity Number:	201334510023
Date Filed:	12/09/2013
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	200 W MADISON ST STE 980
Entity City, State, Zip:	CHICAGO IL 60611
Agent for Service of Process:	C T CORPORATION SYSTEM (C0168406)
Agent Address:	*
Agent City, State, Zip:	*

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "EDPO, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FIRST DAY OF APRIL, A.D. 2011, AT 5:49 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "PD ENTERPRISE SYSTEMS GP, LLC" TO "ENERGY DISTRIBUTION PARTNERS GP, LLC", FILED THE FIFTEENTH DAY OF APRIL, A.D. 2011, AT 4:49 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ENERGY DISTRIBUTION PARTNERS GP, LLC" TO "EDPO, LLC", FILED THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2011, AT 1:05 O'CLOCK P.M.

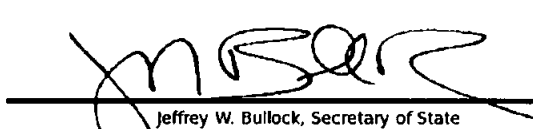
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "EDPO, LLC".



4963113 8100H

140188830

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1140326

DATE: 02-18-14

**CERTIFICATE OF FORMATION
OF
PD ENTERPRISE SYSTEMS GP, LLC**

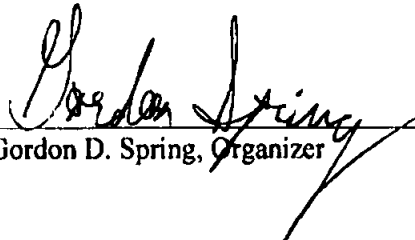
The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company is:

PD Enterprise Systems GP, LLC

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange St., in the City of Wilmington, County of New Castle. The name of the registered agent at such address is The Corporation Trust Company.

IN WITNESSED WHEREOF, the undersigned has executed this Certificate of Formation as of April 1st, 2011.


Gordon D. Spring, Organizer

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
PD ENTERPRISE SYSTEMS GP, LLC**

PD ENTERPRISE SYSTEMS GP, LLC, a limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act of the State of Delaware,

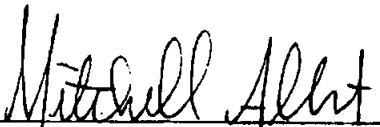
DOES HEREBY CERTIFY:

1. The name of the limited liability company (the "Company") is: PD ENTERPRISE SYSTEMS GP, LLC.
2. The Certificate of Formation of the Company is hereby amended by deleting Article FIRST thereof and by substituting in lieu of said Article FIRST the following new Article FIRST:

The name of the Limited Liability Company shall be: ENERGY
DISTRIBUTION PARTNERS GP, LLC.

IN WITNESS WHEREOF, PD ENTERPRISE SYSTEMS GP, LLC has caused this Certificate of Amendment to be executed by the undersigned this 12th day of April, 2011.

PD ENTERPRISE SYSTEMS GP, LLC

By: 
Mitchell E. Albert, Authorized Person

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
ENERGY DISTRIBUTION PARTNERS GP, LLC**

ENERGY DISTRIBUTION PARTNERS GP, LLC, a limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act of the State of Delaware,

DOES HEREBY CERTIFY:

1. The name of the limited liability company (the "Company") is: **ENERGY DISTRIBUTION PARTNERS GP, LLC**
2. The Certificate of Formation of the Company is hereby amended by deleting Article FIRST thereof and by substituting in lieu of said Article FIRST the following new Article FIRST:

The name of the Limited Liability Company shall be: **EDPO, LLC**.

IN WITNESS WHEREOF, **ENERGY DISTRIBUTION PARTNERS GP, LLC** has caused this Certificate of Amendment to be executed by the undersigned this 17th day of June, 2011.

ENERGY DISTRIBUTION PARTNERS GP, LLC

By: /s/ G. Cook Jordan, Jr.

G. Cook Jordan, Jr., Manager

Delaware

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The First State

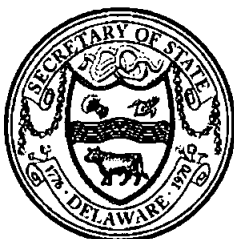
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EDPO, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF FEBRUARY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4963113 8300

140188830

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1140325

DATE: 02-18-14