

## ASSIGNMENT OF THROUGH-THE-FENCE AGREEMENT

THIS ASSIGNMENT OF THROUGH-THE-FENCE AGREEMENT (the “**Assignment**”) is made effective as of May \_\_\_\_, 2026 (the “**Effective Date**”) by and between 3507 JNA LLC, a Delaware limited liability company (the “**Assignor**”), on the one hand, and 3507 Jack Northrop Owner LLC, a Delaware limited liability company (the “**Assignee**”), on the other hand. This Assignment is also agreed upon and consented to by the CITY OF HAWTHORNE, a municipal corporation (the “**City**”). As used herein, Assignor, Assignee, and the City are referred to individually as a “**Party**”, and collectively as the “**Parties**”. The Parties enter into this Agreement with reference to the following facts and circumstances:

### RECITALS

A. Assignor (as successor-in-interest to Hawthorne Hangar Operations, LLC) and the City are parties to that certain Though-the Fence Agreement, dated as of November 16, 2009 (the “**TTF Agreement**”). The TTF Agreement provides terms by which Assignor is authorized to have certain access to and perform certain activities relating to the Hawthorne Municipal Airport (the “**Airport**”) in connection with Assignor’s Property (as defined below).

B. Assignor and Purchaser (as successor-in-interest to OPC Acquisitions LLC) entered into that certain Purchase and Sale Agreement dated as of April 17, 2026 (as amended, “**Purchase Agreement**”), pursuant to which Assignor will sell all of its right, title and interest in and to that certain real property located at 3507 Jack Northrop Avenue, Hawthorne, CA 90250, and which is subject to the TTF Agreement (as further defined in the Purchase Agreement, the “**Property**”) to Purchaser, including the assignment and transfer of the TTF Agreement to or for the benefit of Purchaser. The Effective Date of this Assignment shall be as of the date of the closing of the sale of the Property to Purchaser under the Purchase Agreement.

C. In connection with the closing of the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor’s interest, title, rights, and post-closing obligations in connection with the TTF Agreement, all on the terms and conditions set forth in the Purchase Agreement and herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Recitals; Definitions. Assignor and Assignee acknowledge and agree that the Recitals set forth above are true and correct in all regards, and are incorporated herein in their entirety as though set forth in full. Capitalized terms used but not otherwise defined herein shall have the same meaning as given to them in the TTF Agreement.

2. Assignment. As of the Effective Date of this Assignment, and concurrently with the closing of the sale of the Property to Purchaser pursuant to the terms of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to the TTF Agreement. Assignee accepts the aforesaid assignment and agrees to assume and be bound by and timely perform, observe, discharge, and otherwise comply

with each agreement, duty, obligation, covenant and undertaking to be kept and performed under the TTF Agreement by Assignor, and which occur on and after the date of this Assignment. All notices under the TTF Agreement to be provided to Assignee shall be sent as follows:

3507 Jack Northrop Owner LLC  
15821 Ventura Blvd., Suite 690  
Los Angeles, CA 91436  
Attn: Adrian Bejarano  
Email: [adrian@olivepointcapital.com](mailto:adrian@olivepointcapital.com)

3. **Loan Agreement.** In connection with its acquisition of the Property, Assignee has obtained a mortgage loan (the “Mortgage Loan”), which mortgage loan is secured by, among others, a Deed of Trust, Assignment of Leases and Rents, Security Instrument and Fixture Filing (the “Security Agreement”), pursuant to which mortgagee thereunder or its designee may succeed to the interest of the Assignee in the Property and such mortgagee shall be deemed to be an approved assignee under Section 12 of the TTF Agreement.

4. Consent by the City; Ratification of TTF Agreement. By its execution of Assignment below, the City hereby consents to and approves the assignment, as provided in Section 2 hereof, and the assignment and transfer of all of Assignor’s right, title and interest in and to the TTF Agreement. From and after the Effective Date hereof, all references to Hawthorne Hangar Operations, L.P. or HHO in the TTF Agreement shall instead refer to Assignee. Except as otherwise expressly set forth in this Assignment, all terms and conditions contained in the TTF Agreement shall remain unchanged, binding and enforceable.

5. Miscellaneous.

a. This Assignment shall bind and inure to the benefit of the Parties and their respective successors, legal representatives and assigns.

b. Neither this Assignment nor any term, provision, or condition of this Assignment may be changed, amended or modified, and no obligation, duty or liability or any Party hereby may be released, discharged or waived, except in a writing signed by all Parties hereto.

c. This Assignment shall be governed and construed by the laws of the State of California.

d. This Assignment may be signed by facsimile or “pdf” signatures and in multiple counterparts.

*[signature contained on the next page]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date first written above.

**ASSIGNOR:**

3507 JNA LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

3507 Jack Northrop Owner LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY CONSENT:**

City of Hawthorne,  
a Municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney