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OMB Number: 3235-0145
Expires: October 31, 1994
Estimated average burden
hours per response... 14.90

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
SCHEDULE 13D/A

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(AMENDMENT NO. 15)

Citadel Holding Corporation

(Name of Issuer)

Common Stock, \$0.01 par value per share

(Title of Class of Securities)

172862104

(CUSIP Number)

S. Craig Tompkins, President, Craig Corporation
550 S. Hope Street, Suite 1825, Los Angeles, CA 90071

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

April 3, 1995

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box .

Check the following box if a fee is being paid with the statement . (A fee is not required only if the filing person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Craig Corporation
95-1620188

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

	7	SOLE VOTING POWER
NUMBER OF		1,333,012
SHARES		
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY		
EACH	9	SOLE DISPOSITIVE POWER
REPORTING		1,333,012
PERSON		
WITH	10	SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,333,012

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
20%

14 TYPE OF REPORTING PERSON*
CO

This Amendment No. 15 amends and supplements the Schedule 13D, dated June 5, 1987, as previously amended (as so amended, the "Schedule 13D"), filed by Craig Corporation, a Delaware corporation ("Craig"), relating to beneficial holdings of shares of Common Stock, \$0.01 par value per share ("Common Stock"), of Citadel Holding Corporation, a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 600 North Brand Boulevard, Glendale, California 91203. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Schedule 13D.

ITEM 1. SECURITY AND ISSUER.

Item 1 of the Schedule 13D is hereby amended to add the following:

Included in the shares of Common Stock beneficially owned by Craig and to which this Amendment No. 15 relates are 666,000 shares of Common Stock (the "Warrant Shares") to be issuable upon exercise of a warrant (the "Warrant") proposed to be granted by the Issuer to Craig as described herein. The Warrant will be granted pursuant to a Conversion Deferral, Warrant and Reimbursement Agreement (the "Warrant Agreement") to be entered into between the Issuer and Craig as also described herein.

Craig's responses in Items 7, 9, 11 and 13 of the Cover Page of this Amendment No. 14 include 667,012 outstanding shares of Common Stock (the "Common Shares") held by Craig and the Warrant Shares. Craig also holds 1,329,114 shares (the "Preferred Shares") of 3% Cumulative Voting Convertible Preferred Stock, stated value \$3.95 per share ("Preferred Stock"), of the Issuer, which are convertible under certain circumstances into shares of Common Stock as described in Amendment No. 14 to the Schedule 13D ("Amendment No. 14"). Pursuant to the Warrant Agreement, Craig generally will agree not to tender any of the Preferred Shares for conversion prior to February 4, 1996. In light of this proposed conversion deferral (the "Conversion Deferral"), Craig's responses in Items 7, 9, 11 and 13 of the Cover Page of this Amendment No. 15 do not include any shares of Common Stock that would be issuable assuming Craig's conversion of the Preferred Shares.

Pending any conversion of the Preferred Shares, the holders of the Preferred Shares are entitled to one vote per Preferred Share on all matters submitted to the Issuer's stockholders and to vote together with the holders of Common Stock as a single class with respect to such matters. The Common Stock to be beneficially owned by Craig upon the grant of the Warrant as reported herein, together with its Preferred Shares, will represent approximately 33.2% of the aggregate combined voting power of the outstanding shares of Preferred Stock and the outstanding shares of Common Stock assuming the exercise in full of the Warrant. The holders of the Preferred Shares also have certain customary class voting rights as described in Item 6 of Amendment No. 14.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Item 3 of the Schedule 13D is hereby amended to add the following:

The Warrant Agreement will be entered into by the Issuer in consideration of Craig's agreeing to the Conversion Deferral, and no cash consideration will be paid by Craig for the Warrant granted to it. The purchase price of any Warrant Shares that may be acquired upon exercise of the Warrant will be payable in cash at the time of exercise.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 of the Schedule 13D is hereby amended as follows:

On April 3, 1995, Craig entered into the Settlement Agreement (the "Craig Settlement Agreement") with Dillon Investors, L.P. and certain related parties (collectively "Dillon") described in Item 6 of this Amendment No. 15 in which it undertook, among other things, to agree to the Conversion Deferral. In consideration of the Conversion Deferral, the Issuer proposes to grant to Craig the Warrant and to reimburse Craig for certain legal fees and expenses incurred by it in connection with the matters settled between the parties. The Warrant will entitle Craig to purchase at any time during the two-year period following the date of the Warrant Agreement up to 666,000 shares of Common Stock of the Issuer at a price of \$3 per share. The Warrant Agreement also will contain certain antidilution provisions.

The grant of the Warrant is proposed to be made on the "Closing Date" (as defined) of the Stock Exchange and Settlement Agreement, dated April 3, 1995 (the "Issuer Settlement Agreement"), between the Issuer and Dillon previously announced by the Issuer. The Warrant Agreement will be subject to the approval of the respective Boards of Directors of the Issuer and Craig, and will terminate if such approvals have not been obtained on or before April 13, 1995 or if the Issuer Settlement Agreement is terminated for any reason prior to the closing thereunder. Pursuant to the Issuer Settlement Agreement, the Issuer agrees, among other things, to acquire from Dillon 666,000 shares of its Common Stock held by Dillon.

Apart from the matters described herein, Craig has no current plan or proposal with respect to any transaction with the Issuer of the types specified in Items 4(a) through (j) of the Schedule 13D ("Covered Transactions"). With respect to any Covered Transactions that might be proposed by the Issuer or others, Craig reiterates its position set forth in Item 4 of Amendment No. 13 to the Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 of the Schedule 13D is hereby amended to add the following:

5(a). See Items 11 and 13 of the cover page and the information in Item 1 concerning the securities of the Issuer to beneficially owned by Craig upon grant of the Warrant.

5(b). See Items 7, 8, 9 and 10 of the cover page and the information in Item 1 concerning the calculation of the combined voting power represented by securities of the Issuer beneficially owned by Craig upon grant of the Warrant.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 of the Schedule 13D is hereby amended to add the following:

On April 3, 1995, Craig entered into the Craig Settlement Agreement with Dillon for the purpose of resolving the dispute between Craig and the Issuer, on the one hand, and Dillon, on the other, that is the subject of a Delaware Chancery Court proceeding initiated by Dillon in November 1994. The dispute pertained to, among other things, Craig's purchase of the Preferred Shares which was reported previously in Amendment No. 14. The Craig Settlement Agreement contemplates that the Issuer and Craig will subsequently enter into the Warrant Agreement. The Craig Settlement Agreement also contains mutual general releases by Dillon and Craig.

The Preferred Shares owned by Craig are convertible into shares of Common Stock of the Issuer under certain circumstances as described in Amendment No. 14. Pursuant to the Conversion Deferral to be set forth in the Warrant Agreement, however, Craig will agree that, absent the approval of a majority of the outstanding shares of Common Stock of the Issuer, it will not tender any of the Preferred Shares prior to February 4, 1996 for conversion into shares of Common Stock. Craig has agreed in the Craig Settlement Agreement to obtain the same undertaking from any transferee of the Preferred Shares.

The Effective Date of the Craig Settlement Agreement will be the later to occur of the date on which Craig notifies Dillon that its Board of Directors has approved the same or the date on which the Issuer notifies Dillon that its Board of Directors has approved the Issuer Settlement Agreement. The Craig Settlement Agreement (and the Issuer Settlement Agreement) will terminate if the Effective Date has not occurred on or before April 13, 1995. The Warrant will be granted on the Effective Date of the Craig Settlement Agreement, and is subject to the occurrence of the Effective Date on or before April 13, 1995 as described.

As described in Item 4 of this Amendment No. 15, the Warrant Agreement will be subject to the approval of the respective Boards of Directors of the Issuer and Craig and will be subject to termination if such approvals are not obtained on or before April 13, 1995 or if the closing under the Issuer Settlement Agreement fails to occur for any reason.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 of the Schedule 13D is hereby amended to add the following:

Attached hereto as Exhibit A is a copy of the Settlement Agreement, dated April 3, 1995, between Craig and Dillon.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: April 7, 1995

Craig Corporation,
a Delaware corporation

By: /s/ Robin Skophammer

Robin Skophammer
Chief Financial Officer

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made and entered into on April 3, 1995 by and among Craig Corporation, a Delaware corporation ("Craig"), and Dillon Investors, L.P., a Delaware partnership ("Dillon LP"), Roderick H. Dillon, Jr., an individual ("Dillon"), Roderick H. Dillon, Jr. Foundation, an Ohio trust ("Dillon Trust"), and Roderick H. Dillon, Jr.-IRA ("Dillon IRA"; and collectively with Dillon LP, Dillon Trust, and Dillon, the "Dillon Parties").

R E C I T A L S
- - - - -

1. Craig and Dillon LP are parties to a lawsuit filed by Dillon LP in the Court of Chancery of the State of Delaware in and for New Castle County (C.A. No. 13867) (the "Delaware Action").

2. The Dillon Parties are parties to a lawsuit filed by Citadel Holding Corporation, a Delaware corporation ("Citadel"), in the United States District Court, Central District of California (Case No. CV-94-7735 R) (the "Federal Action," and collectively with the Delaware Action, the "Actions").

3. Craig and the Dillon Parties desire to avoid the cost, expense and risk associated with further litigation with respect to the Actions.

NOW, THEREFORE, in consideration of the foregoing and the provisions set forth below, the parties hereto agree as follows:

ARTICLE ONE

SETTLEMENT OF THE ACTIONS

1.1 In consideration of all the promises, conditions, and covenants set forth herein and subject to the provisions of this Agreement, and except for the obligations of the Dillon Parties hereunder, effective as of and conditioned upon consummation of the Closing (as defined below), Craig hereby forever releases, acquits, and discharges the Dillon Parties, Bradley C. Shoup ("Shoup"), Timothy M. Kelley ("Kelley"), Ralph V. Whitworth ("Whitworth") and Jordan M. Spiegel ("Spiegel"), and all of their past and present predecessors, successors, assigns, directors, employees, partners, agents, attorneys, affiliates, and parent and subsidiary corporations and partnerships (Shoup, Kelley, Whitworth, Spiegel, the Dillon Parties and such other persons are collectively referred to herein as the "Dillon Releasees"), of and from any and all manner of actions, causes of action, rights in law or in equity, suits, debts, liens, judgments, indebtedness, contracts, agreements, promises, liabilities, claims, cross-claims, demands, damages, losses, accounts, reckonings, obligations, interest, costs, or expenses, of any type, kind, or nature whatsoever, known or unknown, fixed or contingent, liquidated or unliquidated, claimed or unclaimed, whether based in contract, tort, or other legal, statutory, or equitable theory of recovery, each as though fully set forth at length herein, that Craig has or at anytime has had against the Dillon Releasees, or any of them, by reason of any matter, cause, act, omission, or thing whatsoever from the beginning of time through the Closing Date (as defined below), arising out of or in connection with (i) all claims asserted or that could have been asserted in, or arising out of the facts asserted or that could have been asserted in, the Actions, (ii) the initiation, prosecution and defense of the Actions, (iii) all claims asserted, that could have been asserted, or that relate in any way to, the securities of Citadel, including, without limitation, claims under the Securities

Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the "Exchange Act Laws"), and (iv) all claims asserted or that could have been asserted with respect to, or that relate in any way to, the purchase or ownership of the securities of Citadel by the Dillon Parties..

1.2 In consideration of all the promises, conditions, and covenants set forth herein and subject to the provisions of this Agreement, and except for the obligations of Craig hereunder, effective as of and conditioned upon consummation of the Closing, the Dillon Parties hereby forever release, acquit, and discharge Craig and all of its past and present predecessors, successors, assigns, directors, employees, partners, agents, attorneys, affiliates, and parent and subsidiary corporations and partnerships (Craig and such other persons are collectively referred to herein as the "Craig Releasees"), of and from any and all manner of actions, causes of action, rights in law or in equity, suits, debts, liens, judgments, indebtedness, contracts, agreements, promises, liabilities, claims, cross-claims, demands, damages, losses, accounts, reckonings, obligations, interest, costs, or expenses, of any type, kind, or nature whatsoever, known or unknown, fixed or contingent, liquidated or unliquidated, claimed or unclaimed, whether based in contract, tort, or other legal, statutory, or equitable theory of recovery, each as though fully set forth at length herein, that the Dillon Parties, or any of them, have or at anytime have had against the Craig Releasees, or any of them, by reason of any matter, cause, act, omission, or thing whatsoever from the beginning of time through the Closing Date, arising out of or in connection with (i) all claims asserted or that could have been asserted in, or arising out of the facts asserted or that could have been asserted in, the Actions, (ii) the initiation, prosecution and defense of the Actions, (iii) all claims asserted, that could have been asserted, or that relate in any way to, the securities of Citadel, including, without limitation, claims under the Exchange Act Laws, and (iv) all claims asserted or that could have been asserted with respect to, or that relate in any way to, the purchase or ownership of the securities of Citadel by Craig.

1.3 As used herein, the terms "Closing" and "Closing Date" shall mean the Closing and Closing Date, respectively, contemplated by the Stock Exchange and Settlement Agreement of even date herewith among Citadel and the Dillon Parties.

1.4 It is understood and agreed that the parties hereto, and each of them, hereby expressly waive all rights under Section 1542 of the Civil Code of California, and any law or principle of similar effect of any state or territory of the United States. Said section reads as follows:

"SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The advice of legal counsel has been obtained by each of the parties hereto prior to signing this Agreement.

1.5 The parties hereto agree that they shall forthwith cause their respective Delaware trial counsel to apply to the Court of Chancery to vacate the trial date for the Delaware Action, currently set for April 18-21, 1995. The parties further agree that, upon approval of the Court of Chancery to vacate the trial date, all discovery and pretrial proceedings in the Delaware Action will be stayed for a period of 30 days from the date hereof. Upon the expiration of such 30 days, in the absence of either the Closing or an agreement of the parties hereto to a further stay of proceedings, the parties shall forthwith

cause their respective counsel jointly to confer, to the extent necessary, with the Court of Chancery to establish a schedule for completion of discovery and other pretrial proceedings and the fixing of a new trial date at the earliest time consistent with the discovery requirements and the Court's calendar.

1.6 Craig and the Dillon Parties hereby authorize and direct their respective attorneys to execute and file on the Closing Date stipulations for dismissal with prejudice of the Delaware Action, and such actions at such time shall be a term of this Agreement.

1.7 This Agreement constitutes the compromise, settlement and release of disputed claims, denials and defenses made or that could have been made by Craig or the Dillon Parties, or any of them, and is being entered into solely for the purpose of avoiding the burdens, inconveniences and expenses of further litigation and disputes between the parties with respect to the Actions. Therefore, this Agreement is not to be, and shall never be construed or deemed to be, an admission or concession by Craig or the Dillon Parties, or any of them, of liability or culpability, or lack thereof, at any time for any purpose concerning the Actions hereby compromised, settled and released. Further, nothing contained herein or in any form of communication between Craig and the Dillon Parties, their respective attorneys and representatives, or any of them, pertaining to the consummation of this Agreement or the compromise, settlement and releases reflected herein shall be construed or deemed to be an admission or concession of liability or culpability, or lack thereof, by Craig or the Dillon Parties, or any of them, concerning such matters.

ARTICLE TWO

AGREEMENT NOT TO ELECT TO CONVERT

CITADEL HOLDING CORPORATION PREFERRED STOCK

2.1 As further consideration of all the promises, conditions, and covenants set forth herein and subject to the provisions of this Agreement, Craig hereby covenants that, prior to February 4, 1996, Craig will not, absent the approval of a majority of the outstanding shares of common stock of Citadel, exercise its right to tender any share or shares of the 3% Cumulative Voting Convertible Preferred Stock (the "Preferred Stock") of Citadel, for conversion into common stock of Citadel pursuant to Section 7 of the Certificate of Designation of the Preferred Stock. Craig further agrees to obtain from any transferee of any shares of Preferred Stock an undertaking to the same effect as this and the preceding sentence. Effective as of the Effective Date (as defined below), Craig will enter into an agreement with Citadel to the effect of this Section 2.1.

ARTICLE THREE

REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties. Each party hereby

represents and warrants to the others as follows:

(a) Each party that is a corporation is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and is duly qualified and authorized to do business in the State of California. Each party that is a partnership is a partnership duly formed, validly existing and in good standing as a partnership under the laws of its state of organization. Each party that is a trust is a trust duly created, and validly existing as a trust under the laws of the state under which it was created.

(b) It has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement is its or his (as applicable) valid and binding agreement, enforceable against it or him in accordance with its terms (as to Craig, its representation in this sentence is limited solely to Section 1.5 until the Effective Date, at which time this representation shall apply to the entire Agreement).

(c) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate, result in a breach of any of the terms or provisions of, constitute a default (or any event that, with the giving of notice or the passage of time or both would constitute a default) under, accelerate any obligations under, or conflict with, (i) its charter or bylaws (or other organizational documents), if applicable, or any agreement, indenture or other instrument to which it is party or by which it or its properties are bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator to which it is subject, or (iii) any law, rule or regulation applicable to it.

(d) It or he (as applicable) has carefully read the entirety of this Agreement, knows and understands the contents hereof, and enters into this Agreement in good faith, freely and voluntarily without undue influence, coercion, fraud or duress.

(e) It or he (as applicable) has not sold, assigned, pledged, hypothecated or otherwise transferred any of its or his interests in the Actions, or either of the Actions, or any claim released hereby, to any other person or entity.

3.2 Bring-Down and Survival of Representations and Warranties. All

representations, warranties and agreements of each party hereto shall be deemed to have been given again on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date and shall survive the Closing.

ARTICLE FOUR

OTHER AGREEMENTS

4.1 Further Assurances. Each party hereto shall promptly execute and

deliver such further agreements and instruments, and take such further actions, as the other party may reasonably request in order to carry out the purpose and intent of this Agreement.

ARTICLE FIVE

MISCELLANEOUS

5.1 Notices. All notices, requests, demands and other communications

hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission (with subsequent letter confirmation by mail) or two days after being mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties, their successors in interest or their assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

If to the Dillon Parties: 21 East State Street, Suite 1410
 Columbus, Ohio 43215-4228
 Telecopy: (614) 222-4224
 Attention: Roderick H. Dillon, Jr.

If to Craig: Craig Corporation
550 S. Hope St.
Los Angeles, California 90071
Telecopy: (213) 239-0555
Attention: President

5.2 Assignability and Parties in Interest. This Agreement shall not

be assignable by any of the parties. This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

5.3 Governing Law. This Agreement shall be governed by, and

construed and enforced in accordance with, the internal substantive law, and not the law pertaining to conflicts or choice of law, of the State of California.

5.4 Counterparts. This Agreement may be executed in several

counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5.5 Complete Agreement. This Agreement is an integrated agreement

containing the entire agreement among the parties with respect to the subject matter hereof and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings.

5.6 Modifications, Amendments and Waivers. This Agreement may be

modified, amended or otherwise supplemented only by a writing signed by the party against whom it is sought to be enforced. No waiver of any right or power hereunder shall be deemed effective unless and until a writing waiving such right or power is executed by the party waiving such right or power.

5.7 No Third Party Beneficiaries. Except as expressly provided in

Sections 1.1 and 1.2 hereof, there are no third party beneficiaries under this Agreement or intended by any party hereto.

5.8 Expenses. Each party hereto shall bear its own costs and

expenses, including, without limitation, attorneys' fees, incurred in connection with the Delaware Action and this Agreement.

5.9 Contract Interpretation; Construction of Agreement.

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Article, section, party and recital references are to this Agreement unless otherwise stated.

(b) None of the parties hereto, nor their respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all language in all parts of this Agreement shall be construed in accordance with its fair meaning, and not strictly for or against any party.

5.10 Effectiveness of Agreement. The "Effective Date" shall be the

later to occur of (i) the date on which Citadel notifies Dillon in writing that Citadel's Board of Directors has approved the Stock Exchange and Settlement Agreement of even date herewith among Citadel and the Dillon Parties or (ii) the date on which Craig notifies Dillon in writing

that Craig's Board of Directors has approved this Agreement; provided, however, that if the Effective Date does not occur on or before April 13, 1995, then this Agreement shall automatically terminate at 11:59 p.m., Los Angeles time, on April 13, 1995 and shall thereafter have no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

CRAIG CORPORATION,
A DELAWARE CORPORATION

By: /s/ S. Craig Tompkins

Title: President

DILLON INVESTORS, L.P.,
A DELAWARE PARTNERSHIP

By: /s/ Roderick H. Dillon, Jr.

Title: General Partner

RODERICK H. DILLON, JR. FOUNDATION,
AN OHIO TRUST

By: /s/ Roderick H. Dillon, Jr.

Title: Trustee

RODERICK H. DILLON, JR.-IRA

By: /s/ Roderick H. Dillon, Jr.

Roderick H. Dillon, Jr.

/s/ Roderick H. Dillon, Jr.

Roderick H. Dillon, Jr.