

CONSENT TO THIRD ASSIGNMENT OF LEASE

This Consent to Third Assignment of Lease is dated January 1, 2012, and is between the County of Contra Costa, a political subdivision of the State of California ("Lessor"), Hofmann Holdings, LP, a California limited partnership ("Assignee"), and Concord Jet Service, Inc., a California Corporation ("Assignor").

RECITALS:

- A. Lessor owns real property located in the County of Contra Costa that consists of approximately 4.975 acres commonly known as 500 Sally Ride Drive, Concord, California (the "Premises").
- B. The Premises are subject to a lease between Lessor and Pacific States Aviation, Inc. dated May 25, 1982, as subsequently amended (the "Lease"). Pursuant to an assignment agreement dated December 30, 1994, Pacific States Aviation, Inc. assigned its interest in the Lease to Buchanan Field Properties.
- C. Pursuant to an assignment agreement dated August 17, 1999, Buchanan Field Properties assigned its interest in the Lease to the Assignor.
- D. Assignor desires to assign to Assignee all of Assignor's right, title and interest in the Lease (the "Assignment").
- E. The Lease requires that Assignor obtain Lessor's written consent to the Assignment. The County is willing to grant its consent on the terms set forth herein.

Lessor, Assignee and Assignor therefore agree as follows:

AGREEMENT

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor, Assignor and Assignee hereby confirm and agree as follows:

- 1. Defined Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Lease.
- 2. Security Deposit. The County will continue to hold the security deposit previously paid to the County under the Lease in accordance with the terms of the Lease.
- 3. Representations and Warranties of Assignor and Assignee.

Each of Assignor and Assignee represent and warrant that:

- i. Assignee's intended use of the Premises is the same as the Assignor's historical use of the Premises and is not inconsistent with the use permitted under the Lease and will not require alteration of the Premises.
- ii. Assignee has a good reputation in the business community in which it has conducted its businesses and its business reputation and business credit history is consistent with other business conducted on the Premises.
- iii. Assignee's intended use of the Premises will not increase the hazardous substance liability to the Premises and will not otherwise adversely affect the Lessor's interest in the Premises.
- iv. Assignee is capable of operating an aviation business as contemplated by the terms of the Lease and has business experience and management ability that is equal to or greater than that of Assignor.
- v. Assignee's financial condition is sufficient to support the obligations of Lessee under the Lease and any encumbrances secured by the Lease.
- vi. The Assignment will not result in a reduction in Rent paid under the Lease.
- vii. Assignor and Assignee have the legal right and authority to enter into this Agreement and each have received all necessary approvals to do so.

4. Consent of Lessor

- i. Lessor is entering into this Agreement and consenting to the Assignment in reliance on the representations and warranties of Assignor and Assignee.
 - ii. Lessor hereby consents to the Assignment and conveyance of Assignor's interest in, to and under the Lease, the Improvements, and the Premises to Assignee.
5. Lease Unchanged. The obligations of the Lessee under the Lease are unchanged. If there is a contradiction between the Lease and this Consent, the terms of the Lease will prevail.
6. Assumption. Assignee hereby assumes all of Assignor's obligations under the Lease, including the obligation to pay rent when due and to pay any amounts outstanding under the Lease, including any amount that accrued prior to the effective date of the Assignment.
7. Governing Law. This consent is governed by the laws of the State of California, with venue in the Superior Court of the County of Contra Costa.
8. Survival. The provisions of this consent shall survive both the execution and delivery of this consent.

9. Notices

From and after the effective date of the Assignment, all notices given to Lessee under the Lease will be sent to the following address:

Hofmann Holdings, LP
c/o Concord Jet Services, Inc.
P.O. Box 907
Concord, CA 94522

The parties are signing this consent as of the date set forth in the introductory clause.

LESSOR

CONTRA COSTA COUNTY, a political
Subdivision of the State of California

By _____
Keith Freitas
Director of Airports

RECOMMENDED FOR APPROVAL:

By _____
Karen Laws
Principal Real Property Agent

By _____
Beth Lee

Assistant Director of Airports


APPROVED AS TO FORM:

By Sharon L. Anderson, County Counsel

By _____
Kathleen M. Andrus
Deputy County Counsel

ASSIGNOR

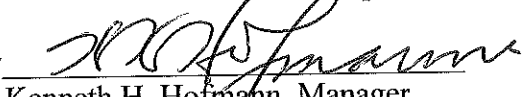
Concord Jet Services, Inc.
a California corporation

By 
Kenneth H. Hofmann
President

By _____
Its _____

ASSIGNEE

HOFMANN HOLDINGS, LP,
a California Limited Partnership

By 
Kenneth H. Hofmann, Manager
Hofmann Management Company, LLC