

## CONSENT TO ASSIGNMENT OF LEASE

This consent to assignment of lease ("Consent") is dated October 13, 2015 and is between the County of Contra Costa, a political subdivision of the State of California ("County"), NWK2, Inc., a California corporation ("Assignor"), and Concord Jet Services, Inc., a California corporation ("Assignee").

### RECITALS

- A. The County owns and operates Buchanan Field, a public airport located at Concord, California (the "Airport"), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (the "Director of Airports").
- B. The County leased that portion of the Airport commonly known as 1448 Sally Ride Drive and 1450 Sally Ride Drive (the "Premises") to APEX Aviation Corporation ("Apex") pursuant to a lease dated March 15, 2005 (the "Lease"). The tenant's rights and obligations under the Lease are the "Leasehold Estate."
- C. On May 18, 2012, Rabobank, N.A. (the "Bank") foreclosed on the Leasehold Estate, pursuant to the terms of a deed of trust dated December 26, 2002. The Bank was the successful bidder for the Leasehold Estate at the foreclosure sale. As a result, the Bank became the owner of the Leasehold Estate and the tenant under the Lease.
- D. Pursuant to an assignment agreement dated June 13, 2012, the Bank assigned its interest in the Lease to the Assignor.
- E. Assignor now desires to assign all of its right, title, interest, and obligations, in, to and under the Lease and the Leasehold Estate to Assignee (the "Assignment"). Assignee desires to accept the Assignment.
- F. The terms of the Assignment are set forth in that certain Assignment and Assumption of Lease dated as of October 13, 2015 between Assignor and Assignee (the "Assignment Agreement").
- G. The Lease requires that Assignor and Assignee receive County's written consent to the Assignment.
- H. In consideration of all of the terms and conditions contained herein, County agrees to consent to the Assignment.

County, Assignor, and Assignee therefore agree as follows:

## AGREEMENT

1. Defined Terms. Defined terms used but not defined in this Consent are as defined 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 hereby represents and warrants that:
  - a. Assignee's intended use of the Premises is 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.
  - b. Assignee is a California corporation in good standing.
  - c. 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.
  - c. 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.
  - d. 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 the Assignor.
  - e. Assignee's financial condition is sufficient to support the obligations of Tenant under the Lease and any encumbrances secured by the Lease.
  - f. The Assignment will not result in a reduction in Ground Rent paid under the Lease.
  - g. Assignor and Assignee have the legal right and authority to enter into this Consent and each has received all necessary approvals to do so.
4. Assignment and Assumption Agreement. Assignor and Assignee are entering into the Assignment Agreement under which the Assignment will be effected.
5. Conditions Precedent to Execution of Consent. County's consent to the Assignment is subject to the satisfaction of the following conditions:

- a. The Director of Airports must review and approve the form of the Assignment Agreement.
  - b. The Director of Airports must receive an executed copy of the Assignment Agreement.
  - c. Prior to the effective date of the Assignment, the Assignor shall pay any Ground Rent that has become due under the Lease, including late fees and interest, and other payments due under the Lease, and shall cure any existing default.
  - d. Prior to the effective date of the Assignment, the Assignor shall pay the County a Transaction Fee of \$3,000.00.
6. Consent of County.
  - a. In reliance on the representations and warranties of Assignor and Assignee set forth herein, the County consents to the Assignment.
  - b. The County hereby consents to the assignment and conveyance of Assignor's interest in, to and under the Lease, the Improvements and the Premises to the Assignee.
  - c. This Consent does not amend the Lease. If there is any confusion or contradiction between any term of the Lease and this Consent, the terms of the Lease will prevail.
7. Assumption. Assignee hereby assumes all of Assignor's obligations under the Lease, including the obligation to pay Ground 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
8. Governing Law. The laws of the State of California govern all matters arising out of this Consent, with venue in the Superior Court of the County of Contra Costa, California.
9. Survival. The provisions of this Consent shall survive both the execution and delivery of this Consent.

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10. Notice. From and after the effective date of the Assignment, all notices given to Tenant under the Lease will be mailed to:

Concord Jet Services, Inc.  
P.O. Box 907  
Concord, CA 94522

Concord Jet Services, Inc.  
1380 Galaxy Way, #B  
Concord, CA 94520

The parties are signing this Consent as of the date set forth in the introductory paragraph.

**COUNTY**

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**

NWK2, Inc.

By \_\_\_\_\_  
Name: ROELF HAGOORT  
Title: CHIEF RISK OFFICER  
By \_\_\_\_\_  
Raymond Sereni  
Vice President

**ASSIGNEE**

Concord Jet Services, Inc.

By \_\_\_\_\_  
Name: John E. Amaral  
Title: J. P.  
By \_\_\_\_\_  
Name: DENNIS M. DREW  
Title: TREASURER