

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL THIS
DOCUMENT TO:

Dale Village Apartment Company, LP
26 Corporate Plaza Dr, Suite 270
Newport Beach, CA 92660

APN: 125-010-022

**LEASE ASSIGNMENT AND ASSUMPTION
AND
CONSENT TO ASSIGNMENT OF LEASE**

This Lease Assignment and Assumption and Consent to Assignment of Lease (this "Agreement") is dated as of _____, 2017, and is between the County of Contra Costa, a political subdivision of the State of California ("Lessor"), Concord Hotel LLC, a Delaware limited liability company ("Assignor"), and Dale Village Apartment Company, LP, a California limited partnership ("Assignee").

RECITALS:

A. Lessor and Assignee are parties to that certain lease dated September 21, 1971, as modified, amended and assigned, as more particularly described on the attached Exhibit A (the "Lease"). Pursuant to the Lease, Assignee is leasing from Lessor that portion of Buchanan Field Airport commonly known as 45 John Glenn Drive, as more fully described in Exhibit B.

B. Assignor became the lessee under the Lease as the result of a Consent to Assignment of Lease and Guaranty of Lease dated May 22, 2007 (the "2007 Assignment"). Under the terms of the 2007 Assignment, Assignee and Villa Grande Apartment Company, L.P. (also known as Villa Grande Apartment Company, Ltd.), a California limited partnership ("Villa Grande"), acted as guarantors and guaranteed the obligations of Assignor under the Lease.

C. Assignee and Villa Grande have entered into an Agreement for Merger dated February 1, 2017, under which the two entities merged, with Assignee being the surviving entity. A Certificate of Merger was filed with the California Secretary of State on February 9, 2017.

D. Assignor desires to assign all of its right, title and interest in, to and under the Lease to Assignee (the "Assignment"), and Assignee desires to assume all of such rights, title and interest therein.

E. The Lease requires that Assignor receive Lessor's written consent to the Assignment. Lessor is willing to grant its consent on the terms set forth herein.

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. Assignment and Assumption. Assignor hereby transfers and assigns unto Assignee all of Assignor's rights and obligations as under the Lease. Assignee hereby assumes all of Assignor's rights and 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 this Agreement.

3. Representations and Warranties of Assignor and Assignee.

Each of Assignor and Assignee represent and warrant that:

a. Assignee's intended use of the Premises is the same as the Assignor's intended 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 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 a commercial 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.

e. Assignee's financial condition is sufficient to support the obligations of Lessee under the Lease and any encumbrances secured by the Lease.

f. Assignor and Assignee have the legal right and authority to enter into this Agreement and each has received all necessary approvals to do so.

4. Consent of Lessor.

a. Lessor is entering into this Agreement and consenting to the Assignment in reliance on the representations and warranties of Assignor and Assignee.

b. Lessor hereby consents to the Assignment and the conveyance of Assignor's interest in, to and under the Lease and the Premises to Assignee.

c. Lessor hereby releases Assignor from any and all obligations and liabilities under or with respect to the Lease, which obligations or liabilities under the Lease accrue or arise after the effective date of this Agreement.

5. Security Deposit. Lessor will continue to hold the security deposit previously paid to Lessor under the Lease in accordance with the terms of the Lease.

6. Lease Unchanged. This Agreement does not amend the Lease. In the event there is any confusion or contradiction between any term of the Lease and this Agreement, the terms of the Lease will prevail.

7. Governing Law. This Agreement 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 Agreement shall survive both the execution and delivery of this Agreement.

9. Notices. From and after the effective date of this Agreement, all notices given to Lessee under the Lease will be mailed to:

Dale Village Apartment Company, LP
c/o David L. Warner, President of General Partner
26 Corporate Plaza Dr, Suite 270
Newport Beach, CA 92660
(949) 428-4868
Warner@huntpacific.com

10. Recording. Assignee shall cause this Agreement to be recorded in the office of the Contra Costa County Clerk-Recorder.

11. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one document.

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

LESSOR:

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

By _____
Keith Freitas
Director of Airports

ASSIGNOR:

Concord Hotel LLC,
a Delaware limited liability company

By _____
David L. Warner
Manager

RECOMMENDED FOR APPROVAL:

By _____
Karen Laws
Principal Real Property Agent

By _____
Beth Lee
Assistant Director of Airports

ASSIGNEE:

Dale Village Apartment Company, LP,
a California limited partnership

By: Hunt-California Management Corporation,
a Nevada Corporation,
General Partner

By _____
David L. Warner
President

APPROVED AS TO FORM:

SHARON L. ANDERSON
COUNTY COUNSEL

By _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT A

DESCRIPTION OF LEASE

The Lease is described as follows:

- A. Lease dated September 21, 1971, between the County of Contra Costa, a political subdivision of the State of California (“Lessor”), as lessor, and Concord Properties, a partnership, as lessee, recorded September 29, 1971 at Book 6487, Official Records of Contra Costa County, Page 216 (the “Original Lease”).
- B. Amendment No. 1 to Lease dated April 11, 1972, recorded at Book 6671, Official Records of Contra Costa County, Page 56, Amendment No. 2 to Lease dated July 18, 1972, and Amendment No. 3 to Lease dated December 26, 1972, each amendment being duly authorized and approved by the order of the Board of Supervisors of Contra Costa County (the “Board”).
- C. Assignment of Lease dated September 15, 1972, between Swan Constructors, Inc. (“Swan Constructors”) and Sasha Maloff, an individual (“Maloff”), the sole partners of Concord Properties, pursuant to which Swan Properties assigned its interest in the Lease, as lessee, to Maloff, with Lessor’s consent pursuant to the order of the Board and Lessor’s Consent to Assignment of Lease dated December 12, 1972.
- D. Modification of Lease Agreement dated January 26, 1976, between Lessor and Maloff, which superseded and replaced the Original Lease except with regard to certain financing provisions specified therein. A Memorandum of Modification of Lease Agreement was recorded October 21, 1976 at Book 8062, Official Records of Contra Costa County, Page 143.
- E. Assignment of Lease dated June 28, 1977, between Maloff and Theodore H. Kruttschnitt, III and Catherine M. Kruttschnitt (collectively, the “Kruttschnitts”), pursuant to which Maloff assigned its interest in the Lease, as lessee, to the Kruttschnitts; such Assignment of Lease being recorded June 29, 1977 at Book 8395, Official Records of Contra Costa County, Page 533.
- F. Second Modification of Lease Agreement dated March 17, 1981, between the Lessor and the Kruttschnitts, which was recorded April 2, 1981 at Book 10265, Official Records of Contra Costa County, Page 762.
- G. Option Modification of Lease Agreement dated May 25, 1982, between the Lessor and the Kruttschnitts, which among other modifications to the Lease added 83,048 square feet to the Premises.
- H. Third Modification of Lease Agreement dated January 22, 1985, between the Lessor and the Kruttschnitts.

- I. Fourth Amendment to the Modification of Lease Agreement dated August 13, 1996, between the Lessor and the Kruttschnitts, which was recorded on October 3, 1996, Series No. 96184964, Official Records of Contra Costa County.
- J. Consent and Agreement of Lessor dated September 22, 1997, between Lessor, the Kruttschnitts, and Servico Concord, Inc., a California corporation (“Servico”), recorded September 24, 1997, as Instrument No. 97-0177259, Official Records of Contra Costa County.
- K. Fifth Amendment to Modification of Lease Agreement dated September 22, 1997, between Lessor and Servico, which was recorded September 24, 1997, as Instrument No. 97-0177261, Official Records of Contra Costa County.
- L. Sixth Amendment to Modification of Lease Agreement dated December 8, 1998 between Lessor and Servico, which was recorded on December 16, 1998, as Instrument No. 98-0316545, Official Records of Contra Costa County, which among other modifications adds airport processing fees to be paid by Lessee.
- M. Ground Lease Assignment dated August 18, 2000, between Servico and WB Concord LLC, a Delaware limited liability (“WB Concord”), pursuant to which Servico assigned its interest in the Lease, as lessee, to WB Concord. Consent and Agreement of Lessor dated August 31, 2000 between Lessor, Servico and WB Concord, recorded as Document No. 2000-0195504, Official Records of Contra Costa County.
- N. Ground Lease Assignment dated September 29, 2004, between WB Concord and Airport Capital Group, L.P., a California limited partnership (“Airport Capital Group”), pursuant to which WB Concord assigned its interest in the Lease, as lessee, to Airport Capital Group. Consent and Agreement of Lessor dated September 29, 2004 between Lessor, WB Concord, and Airport Capital Group recorded as Document No. 2004-0387896, Official Records of Contra Costa County.
- O. Seventh Amendment to Lease Agreement dated April 5, 2005, between Lessor and Airport Capital Group.
- P. Ground Lease Assignment and Assumption dated May 22, 2007, between Airport Capital Group and Concord Hotel LLC, a Delaware limited liability company (“Concord Hotel LLC”), pursuant to which Airport Capital Group assigned its interest in the Lease, as lessee, to Concord Hotel LLC, recorded as Document No. 2007-0152576, Official Records of Contra Costa County. Consent to Assignment of Lease and Guaranty of Lease dated May 22, 2007, between Lessor, Airport Capital Group, Concord Hotel LLC, Dale Village Apartment Company, LP, a California limited partnership (“Dale Village”), and Villa Grande Apartment Company, Ltd., a California limited partnership (“Villa Grande), pursuant to which Lessor consented to Airport Group’s assignment of its interest in the Lease, as lessee, to Concord Hotel LLC, and the guaranty of Concord Hotel LLC’s obligations under the

Lease by Dale Village and Villa Grande, recorded on May 24, 2007, as Document No. 2207-0152577, Official Records of Contra Costa County.

EXHIBIT B

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UN-INCORPORATED AREA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PORTIONS OF RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

PARCEL ONE:

Commencing at the point on intersection of the center line of Concord Avenue and the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from point of commencement along the center line of the proposed northwesterly extension of Meridian Park Boulevard, north $40^{\circ}28'23''$ west, 53.34 feet to the northwest line of said Concord Avenue; thence along said northwest line, being parallel to and 52 feet, right angle measurement, from said center line ("L2" Line) of Concord Avenue, north $62^{\circ}23'00''$ east, 209.01 feet to the true point of beginning; thence from said point of beginning continuing along said parallel and northwest line of Concord Avenue north $62^{\circ}23'00''$ east, 701.86 feet to a tangent curve to the left having a radius of 20.00 feet; thence leaving the northwest line of Concord Avenue along said tangent curve, through a central angle of $90^{\circ}00'00''$, an arc distance of 31.42 feet to the west line of the County Road known as John Glenn Drive; thence along said west line north $27^{\circ}37'00''$ west, 216.00 feet and northeasterly along a tangent curve to the right having a radius of 234.36 feet, through a central angle of $32^{\circ}07'06''$ an arc distance of 131.38 feet to the southeast corner of the parcel of land described in the lease by and between Contra Costa County, as Lessor, and Pacific States Aviation, Inc., as Lessee, dated February 19, 1963, on file in the Office of the Clerk of the Board of Supervisors of said County; thence leaving said west line of John Glenn Drive along the southerly line of said parcel of land leased to Pacific States Aviation, north $85^{\circ}29'54''$ west, 249.01 feet to the southwest corner of said lease parcel; thence south $24^{\circ}28'42''$ west, 466.12 feet; thence south $62^{\circ}23'00''$ west, 217.46 feet; thence south $27^{\circ}37'00''$ east, 72.00 feet; thence along the arc of a non-tangent curve concave to the northeast having a radius of 135.00 feet to which beginning of curve from which a radial bears north $51^{\circ}55'31''$ east; thence southeasterly along said curve through a central angle of $35^{\circ}12'52''$, an arc distance of 82.97 feet; thence non-tangent from last said curve south $27^{\circ}37'00''$ east, 62.59 feet to the trust point of beginning.

PARCEL TWO:

Commencing at the point on intersection of the center line of Concord Avenue and the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from

point of commencement along the center line of Concord Avenue, south 62°23'00" west, 2.03 feet; thence leaving said center line of Concord Avenue along the Monument line of the northwesterly extension of Meridian Park Boulevard, north 40°28'23" west, 184.08 feet; thence north 30°28'30" west, 45.00 feet to the true point of beginning of the following described parcel of land; thence from said true point of beginning, continuing north 30°28'30" west, 22.11 feet; thence north 24°28'42" east, 155.60 feet; thence south 65°31'18" east 55.07 feet; thence north 62°23'00" east, 211.49 feet; thence north 24°28'42" east, 460.86 feet; thence south 85°29'54" east, 69.16 feet to the most northerly corner of the parcel of land described in Exhibit "A" in the Lease by and between Contra Costa County, as Lessor, and Concord Properties (a General Partnership), as Lessee, recorded September 29, 1971 in Book 6487 of Official Records at Page 216, Records of said County; thence along the northwesterly and northerly lines of said Lease (6487 OR 216); south 24°28'42" west, 466.12 feet; thence south 62°23'00" west, 338.57 feet; thence south 24°28'42" west, 47.62 feet; thence southerly along a tangent curve concave to the east having a radius of 20.00 feet, through a central angle of 83°45'54", an arc distance of 29.24 feet, to a point of cusp with a tangent curve concave to the south having a radius of 45.00 feet; thence westerly along said curve through a central angle of 61°11'18", an arc distance of 48.06 feet to the true point of beginning.

PARCEL THREE:

Commencing at the point on intersection of the center line of Concord Avenue with the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from point of commencement along the center line of the proposed northwesterly extension of Meridian Park Boulevard, north 40°28'23" west, 53.34 feet to the northwesterly right of way line of said Concord Avenue; thence along said northwesterly line being parallel with and 52.00 feet northwesterly measured at right angles, from said center line of Concord Avenue north 62°23'00" east, 65.77 feet; thence continuing along said parallel and northwesterly line of Concord Avenue, north 62°23'00" east, 143.24 feet; thence north 27°37'00" west, 62.21 feet to the true point of beginning of the following described parcel of land from which point a radial line of a non-tangent curve concave to the northeast, having a radius of 135.00 feet, bears north 16°42'39" east; thence from said true point of beginning along said curve, through a central angle of 35°12'52", an arc distance of 82.97 feet; thence, non-tangent to said curve north 27°37'00" west, 72.00 feet to a point which shall hereinafter be referred to as Point "A", being on the southeasterly line of the above described Parcel Two; thence along said southeasterly line south 62°23'00" west, 50.67 feet; thence 40°37'00" east, 100.00 feet; thence south 82°37'04" east, 81.20 feet to the true point of beginning.

PARCEL FOUR:

Commencing at the point on intersection of the center line of Concord Avenue with the proposed center line of Meridian Park Boulevard, as said center lines are shown on Map of Subdivision 3258, filed April 28, 1965 in Book 104 of Maps, at Page 1, Official Records of said County; thence from said point of commencement along the center line of the northwesterly extension of Meridian Park Boulevard, north 40°28'23" west, 53.34 feet to the northwesterly right of way line of said Concord Avenue; thence along said northwesterly line being parallel with and 52.00 feet northwesterly measured at right angles, from said center line of Concord Avenue north 62°23'00" east, 65.77 feet to the true point of beginning of the following described parcel of land; thence from said true point

of beginning continuing along said parallel and northwesterly line of Concord Avenue, north $62^{\circ}23'00''$ east, 143.24 feet; thence north $27^{\circ}37'00''$ west, 62.61 feet; thence north $82^{\circ}37'04''$ west, 81.30 feet; thence north $40^{\circ}37'00''$ west, 100.00 feet to a point which shall hereinafter be referred to as Point "B"; thence south $62^{\circ}23'00''$ west, 20.44 feet; thence south $24^{\circ}28'42''$ west, 47.62 feet; thence southerly along a tangent curve concave to the east having a radius of 20.00 feet, through a central angle of $83^{\circ}45'54''$, an arc distance of 29.24 feet to a point on the northeasterly line of said northwesterly extension of Meridian Park Boulevard from which point a radial line of a reverse curve concave to the southwest, having a radius of 45.00 feet, bears south $30^{\circ}42'40''$ west; thence along said northeasterly line as follows: southeasterly along said reverse curve, through a central angle of $53^{\circ}54'38''$, an arc distance of 42.34 feet, southerly along a reverse curve concave to the east, having a radius of 10.00 feet, through a central angle of $35^{\circ}05'49''$, an arc distance of 6.13 feet; tangent to said curve, south $40^{\circ}28'23''$ east 75.26 feet and easterly along a tangent curve concave to the north, having a radius of 40.00 feet, through a central angle of $77^{\circ}06'37''$, an arc distance of 53.86 feet to the true point of beginning.

Bearings used in the above description are based on the California Coordinate System, Zone III taken on the Monument Line of Concord Avenue bearing of north $62^{\circ}23'00''$, east as shown on that certain Parcel Map M.S. 21-77 filed for Record on June 6, 1977 in Book 55 of Parcel Maps at Page 12, Official Records of Contra Costa County.