

EXHIBIT E

FORM OF CONSENT TO RENTAL AGREEMENT

This consent ("**Consent**") is entered into as of _____, 20____, by the County of Contra Costa, a political subdivision of the State of California (the "**County**"), Montecito Commercial Group LLC, a California limited liability company (the "**Sublessor**") and _____, a _____ ("**Subtenant**").

RECITALS

A. Sublessor and the County are parties to a lease agreement dated April 10, 2018 (the "**Lease**"), under which Sublessor is the lessee of certain real property consisting of approximately 3 acres of land located at Buchanan Field Airport in Concord, California (the "**Project Premises**").

B. Sublessor and Subtenant desire that Sublessor sublease to Subtenant a portion of the Project Premises consisting of an office and warehouse that is approximately _____ square feet in size, as more particularly described on Exhibit A (the "**Premises**") pursuant to a rental agreement that is in substantial conformity with Exhibit D to the Lease (the "**Rental Agreement**").

C. This Consent is being executed by the parties in accordance with the requirements of Section 11 of the Lease.

The parties therefore agree as follows:

CONSENT

1. **Consent.** Subject to the terms and conditions set forth herein, the County hereby consents to the Rental Agreement and agrees that Subtenant's peaceful and quiet possession of the Premises will not be disturbed by the County during the term of the Lease. By executing this Consent, Subtenant represents and warrants that it has received and read a copy of the Lease and that it agrees to be bound by its terms.

2. **Non-Release of Sublessor.** Except as specifically set forth in the Lease, neither the Rental Agreement nor the County's consent to the Rental Agreement releases or discharges the Sublessor from any liability, whether past, present or future, under the Lease or alters the primary liability of the Sublessor to pay the rent and perform and comply with all of the obligations of the Sublessor under the Lease.

3. **Limits of Consent.**

(a) **Subordination.** The Rental Agreement is subject and subordinate to the Lease. County does not agree to waive or modify any of the terms or conditions of the Lease.

(b) **County Not Liable Under Rental Agreement.** Under no circumstance is the County liable to the Subtenant for rents or any other sums collected by the Sublessor from the Subtenant or for Sublessor's failure to perform or comply with any of its obligations under the Rental Agreement. Under no circumstance is the County (i) liable for any prepayment of rent or any security deposit paid by Subtenant unless actually received by the County, (ii) liable for any act or omission of the Sublessor under the Rental Agreement or for any default of the Sublessor under the Rental Agreement, (iii) subject to any defenses or offsets that Subtenant may have against the Sublessor, or (iv) bound by any of the terms, covenants, conditions, provisions of the Rental Agreement.

4. **Third Party Beneficiary.** The County is a third party beneficiary of Subtenant's indemnity obligations to the Sublessor under the Rental Agreement, all of which inure to the benefit of the County, its officers, directors, employees, agents, contractors, and successors and assigns.

5. **General Provisions.**

(a) **Consideration for Rental Agreement.** The Sublessor and Subtenant represent and warrant that there are no additional payments of rent or any other consideration of any type payable by the Subtenant to the Sublessor with regard to the Premises other than as disclosed in the Rental Agreement.

(b) **Governing Law.** This Consent is governed by the laws of the State of California.

(c) **Binding Effect.** This Consent binds and inures to the benefit of the parties hereto, their heirs, successors and assigns including the successors of Subtenant in the Premises and the successors and assigns of the Sublessor under the Lease.

(d) **Drafting Conventions.** The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only. As used herein, the singular number includes the plural and the masculine gender includes the feminine and neuter.

(e) **Partial Invalidity.** If any term, provision or condition contained in this Consent is found, to any extent, to be invalid or unenforceable, the remainder of this Consent, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, will not be affected thereby, and each and every other term, provision and condition of this Consent is valid and enforceable to the fullest extent possible permitted by law.

(f) **Notices.** All notices and other communications provided for under this Consent are to be in writing and personally delivered or sent by certified United States mail, by nationally recognized overnight courier such as Federal Express, or by facsimile or by other means of telecommunication, to the following addresses:

County: Director of Airports
 Contra Costa County Airports

550 Sally Ride Drive
Concord, CA 94520-5550
Fax: (925) 646-5731

Sublessor: Montecito Commercial Group, LLC
27226 Via Industria
Temecula, CA 92590
Attention: _____
Fax: ()

Subtenant: To the address and/or facsimile set forth below Subtenant's signature to this Consent

or, as to each Party, at such other address as is designated by such Party in a written notice to the other Parties that is delivered in conformance with the terms of this Section. All such notices and communications will be deemed received (i) if personally delivered, upon delivery; (ii) if sent by certified United States mail, following deposit in the mail with postage prepaid, upon receipt; (iii) if sent by courier service with next business day delivery charges prepaid, upon receipt; and (iv) if sent by facsimile or similar form of telecommunications, upon receipt if received on or before 5:00 p.m. local time at the receiving Party's facsimile machine during a business day or otherwise on the next business day.

(g) **Conflict with Rental Agreement.** In the event of any conflict between the provisions of this Consent and the Rental Agreement, the provisions of this Consent control.

[Remainder of this page intentionally left blank]

The parties are signing this Consent as of the day and year first set forth above.

COUNTY:

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

SUBLESSOR:

MONTECITO COMMERCIAL GROUP,
LLC, a
California limited liability company

By: _____
Keith Freitas,
Director of Airports

By: _____
Name
Title

By: _____
Name
Title

SUBTENANT:

By: _____
Name: _____
Title: _____

Address: _____

Fax: (____) _____

CONSENT

Exhibit A

Description of Premises

[Insert description from Rental Agreement exhibit]