

## CONSENT TO ASSIGNMENT

This consent to assignment ("Consent") is dated April 12, 2022, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County"), SKYVIEW AVIATION, LLC, a California Limited Liability Company ("Assignor"), and RIYA ENTERPRISE, LLC ("Assignee").

### RECITALS

- A. The County owns and operates Byron Airport, a public airport located at Byron, 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. Under a lease dated August 1, 2019, between Assignor and the County (the "Lease"), the County is leasing to Assignor a 7,500 square foot aircraft maintenance hangar located at the Airport at 505 Eagle Court and approximately 0.02 acres of land adjacent to the hangar (the "Premises"). A copy of the Lease is attached to this Consent as Exhibit A.
- C. The individual who owns 100% of the membership interest in Assignor has agreed to sell that membership interest to Assignee (the "Sale") pursuant to a Membership Purchase Agreement dated February 10, 2022, between Assignor and Assignee (the "Purchase Agreement"), upon the satisfaction of all of the conditions set forth in the Purchase Agreement. Under the terms of the Lease, the transfer of a controlling interest in Assignor is an assignment of the lease ("Assignment"), which requires the prior written consent of the County.
- D. The date the Sale is complete is the effective date of the Assignment (the "Effective Date"). Assignor and Assignee expect the Effective Date to be November 1, 2022.
- E. Subject to the terms and conditions of this Consent and the completion of the Sale, County consents to the Assignment.

The parties therefore agree as follows:

### AGREEMENT

- 1. Defined Terms. Defined terms used but not defined in this Consent have the meaning given to them in the Lease.
- 2. Consent of County.

- a. In reliance on the representations and warranties of Assignor and Assignee set forth in this Consent and subject to the terms and conditions of this Consent and the completion of the Sale, the County consents to the Assignment.
  - b. 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.
3. Conditions Precedent to Consent. The County's consent to the Assignment is conditioned on the receipt of all of the following:
  - a. The Director of Airports' receipt of notice from Assignor and Assignee confirming that the Sale has been completed and the Effective Date.
  - b. The County's receipt, prior to the Effective Date, of a Transaction Fee (as defined in the Lease) in the amount of \$2,500.00.
4. Assumption.
  - a. Assignee hereby assumes the Lease on the Effective Date.
  - b. Assignee shall perform all the obligations of Tenant under the Lease, including the obligation to pay any amounts due under the lease, including Ground Rent and any amount that becomes due and payable prior to the Effective Date.
5. Representations and Warranties of Assignee. Assignee hereby represents and warrants that:
  - a. Assignee's intended use of the Premises is the same as that of Assignor and is not inconsistent with the use permitted under the Lease and will not require alteration of the Premises.
  - b. Assignee's intended use of the Premises will not increase the hazardous substance liability to the Premises and will not otherwise adversely affect the County's interest in the Premises.
  - c. Assignee is capable of operating a business as contemplated by the terms of the Lease and its owner has the business experience and management ability that is equal to or greater than that of Assignor.
  - d. Assignee's financial condition is sufficient to support the obligations of Tenant under the Lease and any encumbrances secured by the Lease.

- e. The Assignment will not result in a reduction in Ground Rent paid under the Lease.
  - f. Assignee has the legal right and authority to enter into this Consent.
  - g. The primary contact for Assignee is Jay Vyas. Mr. Vyas can be reached by phone at (510)579.0313 and via email at jay@skyviewaviation.com.
  - h. As of the Effective Date, the business operating as the Tenant under the Lease will be known as Skyview Aviation.
6. 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.
7. 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.
8. Survival. The provisions of this Consent shall survive both the execution and delivery of this Consent.

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9. Notice. From and after the Effective Date, all notices given to Tenant under the Lease will be delivered to:

Skyview Aviation  
505 Eagle Court  
Byron, CA 94514

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 \_\_\_\_\_  
Director of Airports

**ASSIGNOR**

SKYVIEW AVIATION., a  
California Limited Liability Company

By \_\_\_\_\_  
Richard Ortenheim  
Member

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

**ASSIGNEE**

RIYA ENTERPRISE, LLC, a  
California limited liability company

By \_\_\_\_\_  
Jay Vyas  
President

**APPROVED AS TO FORM:**

By Mary Ann McNett Mason, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

EXHIBIT A

[Attach Copy of Lease]