

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease ("**Consent**") is dated July 1, 2022, 2019, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**County**"), VOLY RE LLC ("**Assignor**"), and HAPI314159 ("**Assignee**").

RECITALS

- A. County owns real property located in the County of Contra Costa that consists of approximately 0.86 acres commonly known as 1500 Sally Ride Drive, Concord California (the "**Premises**"). This site has been improved with an aircraft hangar.
- B. The Premises are subject to an Amended and Restated Lease dated June 21, 2016 (the "**Lease**"). Pursuant to an assignment agreement dated May 31, 2019, Michael J. Oakes assigned his interest in the Lease to VOLY RE LLC.
- C. Assignor 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**") pursuant to that certain Assignment and Assumption of Ground Lease (the "**Assignment Agreement**") to be executed and delivered by Assignor and Assignee pursuant to the Purchase Agreement (defined below). Assignee desires to accept the Assignment.
- D. The terms and conditions of the Assignment are set forth in that certain Purchase Agreement, dated June 30, 2022, between Assignor and Assignee, (together, the "**Purchase Agreement**").
- E. As consideration for the County entering into this Consent, Hannan Parvizian, an affiliate of Assignee ("**Guarantor**"), is entering into a Guaranty of Lease dated as of even date herewith (the "**Guaranty**"), under which the Guarantor is guarantying the prompt payment by Assignee of all rents and other amounts due under the Lease through June 30, 2027, and the faithful and prompt performance by Assignee of each and every term, condition and covenant of the Lease that is to be kept and performed by Assignee, all as more particularly described in the Guaranty. The Guaranty is effective on the effective date of the Assignment.
- F. The Lease requires that Assignor and Assignee receive County's written consent to the Assignment.
- G. 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 not inconsistent with the use permitted under the Lease, as amended by the First Amendment.
 - b. Assignee is a Delaware limited liability company 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.
 - d. 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.
 - e. Assignee is capable of operating an aviation business as contemplated by the terms of the Lease, as amended by the First Amendment, and has business experience and management ability that is equal to or greater than that of the Assignor.
 - 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. Consent of County.
 - a. In reliance on the representations and warranties of Assignor and Assignee set forth herein and the terms of this Consent, 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 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.
5. Assignment and Assumption Agreement. Assignor and Assignee are entering into the Assignment Agreement under which the Assignment will be effected.
6. 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 receive an executed copy of the Assignment Agreement.
 - b. The Director of Airports must receive an executed original of the Guaranty.
 - 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.
 - e. Assumption. On the effective date of the Assignment, Assignee assumes all of Assignor's obligations under the Lease, including the obligation to pay Ground Rent when due, in accordance with the terms and conditions of the Assignment.
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.
9. Notice. From and after the effective date of the Assignment, all notices given to Tenant under the Lease will be mailed to:

Hannan Parvizian
1668 NW Summit Drive
Bend, OR 97703

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

COUNTY

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

By _____
Greg Baer
Director of Airports

ASSIGNOR

VOLY RE LLC, a
Delaware Limited Liability Company

By _____
Hannan Parvizian
Member

RECOMMENDED FOR APPROVAL:

By _____
Beth Lee
Assistant Director of Airports

ASSIGNEE

Hapi314159, a Delaware Limited
Liability Company

By _____
Hannan Parvizian
Manager

APPROVED AS TO FORM:

By Mary Ann McNett Mason, County Counsel

By _____
Kathleen M. Andrus,
Deputy County Counsel