

## CONSENT TO ASSIGNMENT

This consent to assignment (“Consent”) is dated March 1, 2023, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “County”) on the one hand, and PACIFIC STATES AVIATION, INC. (“Tenant”), ROBERT B. THOMPSON, TRUSTEE OF THE THOMPSON FAMILY RESTATED TRUST (“Assignor”), and STRIPES – US HOLDINGS, LLC (“Assignee”) on the other.

### RECITALS:

- A. County and Tenant are parties to the Amended and Restated Lease dated February 28, 2006 (“Lease”), pursuant to which Tenant leased from County the real property commonly known as 51 John Glenn Drive, Concord, California, as more fully described in the Lease.
- B. Assignor is the sole shareholder of Tenant. Pursuant to a Stock Purchase Agreement dated April 29, 2022, Assignor desires to transfer its ownership interest in the Tenant to Assignee. Such transfer is the “Assignment.”
- C. As consideration for the County entering into this Consent, Rashid Yahya, the sole member of the Assignee (“**Guarantor**”), is entering into a Guaranty of Lease dated March 1, 2023 (the “**Guaranty**”), under which the Guarantor is guarantying the prompt payment by Assignee of all rents and other amounts due under the Lease through February 28, 2028, 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.
- D. In accordance with the Lease, the Assignment is deemed a voluntary assignment of the Lease, which requires the prior written consent of County.

The parties therefore agree as follows:

### **AGREEMENT**

#### 1. Definitions

Defined terms used but not defined in this Consent have the meaning ascribed to them in the Lease.

#### 2. Consent

In reliance on the representations and warranties of Assignor and Assignee set forth below and subject to execution and delivery of the Guaranty, the County consents to the Assignment.

3. Transaction Fee

In accordance with Section 10 of the Lease, Tenant shall pay the County a Transaction Fee equal to \$3,500.00. Such payment is a condition precedent to the effectiveness of this Consent.

4. Lease Unchanged

The obligations of Tenant under the Lease are unchanged. This Consent does not amend the Lease. If there is a contradiction between the Lease and this Consent, the terms of the Lease will prevail.

5. Governing Law

This Consent is governed by the laws of the State of California.

6. Representations and Warranties of Assignor and Assignee

Assignor and Assignee each represent and warrant that:

- A. Following the Assignment, the use of the Premises will be unchanged and will not be inconsistent with the use permitted under the Lease. The Assignment does 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 has a good reputation in the business community in which it conducts its business, and its business reputation and business credit history is consistent with other business conducted on the Premises.
- D. Assignee is capable of operating a Fixed Base Operator 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. The Assignment will not result in a reduction in the 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.

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 \_\_\_\_\_  
Greg Baer  
Director of Airports

**TENANT**

Pacific States Aviation, Inc.

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Name  
Title

**RECOMMENDED FOR APPROVAL:**

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

**ASSIGNOR**

By \_\_\_\_\_  
Robert B. Thompson  
Trustee of the Thompson Family  
Restated Living Trust

**ASSIGNEE**

By \_\_\_\_\_  
Rashid Yahya

**APPROVED AS TO FORM:**

By Thomas L. Geiger, County Counsel

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