

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease (“Consent”) is dated as of April __, 2023, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“County”), DALE VILLAGE APARTMENT COMPANY, L.P., a California limited partnership (“Assignor”) and JAI SHRI RAM HOSPITALITY GROUP, LLC a California limited liability company (“Assignee”).

RECITALS:

- A. County and Assignee are parties to an amended and restated lease dated April 1, 2023, pursuant to which Assignee is leasing from County that portion of Buchanan Field Airport commonly known as 45 John Glenn Drive (the “Lease”). Assignor’s rights and obligations under the Lease is the “Leasehold Estate.”
- B. Assignor and Assignee are parties to an Agreement of Purchase and Sale dated July 26, 2022, (“Purchase and Sale Agreement”) pursuant to which Assignor agrees to assign all of its right, title, interest, and obligations, in, to and under the Lease and the Leasehold Estate to Assignee (the “Assignment”).
- C. Assignor and Assignee desire that the County consent to the Assignment. As consideration for the County consenting to the Assignment, Vinod Kumar Sharma, an affiliate of Assignee (“**Guarantor**”), is executing a Guaranty of Lease of even date herewith (the “**Guaranty**”). Under the terms of the Guaranty, Guarantor is guarantying the prompt payment of all rents and other amounts due under the Lease through April 30, 2028, and the faithful and prompt performance 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 consideration of all of the terms and conditions contained herein, County agrees to consent to the Assignment.

County, Assignee and Assignor 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. County will continue to hold the security deposit previously paid to County under the Lease in accordance with the terms of the Lease.
3. Transaction Fee. The County acknowledges receipt of a Transaction Fee in the amount in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), as required by the Lease.

4. Representations and Warranties of Assignor and Assignee. Each of Assignor and Assignee hereby represents 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.
 - b. Assignee is a California 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 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.
 - f. The Assignment will not result in a reduction in Rent paid under the Lease.
 - g. Assignor and Assignee have the legal right and authority to enter into this Agreement and each has received all necessary approvals to do so.
5. Consent of County. In reliance on the representations and warranties of Assignor and Assignee set forth herein and upon satisfaction of the terms of this Consent, the County consents to the Assignment.
6. Consent to Assignment Only. 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.
7. Conditions Precedent to Execution of Consent. County's consent to the Assignment is subject to the satisfaction of the following conditions:
 - a. Assignor and Assignee must enter into the Purchase and Sale Agreement under which the Assignment is being effected and as a result of such agreement, Assignee assumes all of Assignor's obligations under the Lease, including the obligation to pay Rent when due, in accordance with the terms and conditions of the Lease.
 - b. The Director of Airports must receive an executed copy of the Assignment Agreement.

- c. The Director of Airports must receive an executed original of the Guaranty.
 - d. Prior to the effective date of the Assignment, the Assignor must pay any Rent that has become due under the Lease, including late fees and interest, and other payments due under the Lease, and must cure any existing default.
8. 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.
9. Survival. The provisions of this Consent shall survive both the execution and delivery of this Consent.
10. Notices. From and after the effective date of this Agreement, all notices given to Tenant under the Lease will be mailed to:

Jai Shri Ram Hospitality Group, LLC
344 Listowe Drive
Folsom, CA 95630

[Remainder of Page Intentionally Left Blank]

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

ASSIGNOR

Dale Village Apartments, L.P.
a California limited partnership

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

RECOMMENDED FOR APPROVAL:

By _____
Beth Lee
Assistant Director of Airports

ASSIGNEE

Jai Shri Ram Hospitality Group, LLC
a California limited liability company

APPROVED AS TO FORM:

By Thomas L. Geiger, County Counsel

By _____
Name: _____
Title: _____

By _____
Kathleen M. Andrus,
Deputy County Counsel