

CONSENT TO ASSIGNMENT

This Consent to Assignment ("Consent") is dated as of October 12, 2023, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County"), BUCHANAN FIELDS GOLF COURSE, INC., a California corporation ("Assignor"), and BUCHANAN FIELDS GOLF CLUB, LLC, a California limited liability company ("Assignee").

RECITALS:

- A. The County and Assignee are parties to lease dated October 1, 1991, pursuant to which, Assignor is leasing from the County that portion of Buchanan Field Airport commonly known as 1901 Concord Avenue, Concord, California (the "Lease").
- B. Assignor and Assignee are parties to an Asset Purchase Agreement dated August 8, 2023, under which it is the parties' intent that all of Assignor's assets, including the Lease, be sold to Assignee. To carry out the sale of the Lease, all of Assignor's right, title and interest in, to and under the Lease would be assigned to Assignee (the "Assignment"). Under the terms of Section 16.A of the Lease, any assignment of the Lease requires the prior written consent of the County.
- C. The County is willing to grant its consent to the Assignment on the terms set forth herein.

The County, Assignee and Assignor therefore agree as follows:

AGREEMENT

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the County, Assignor and Assignee hereby confirm and agree as follows:

- 1. Defined Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Lease.
- 2. Representations and Warranties of Assignor and Assignee.

Each of Assignor and Assignee represent and warrant 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 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 commercial business as contemplated by the terms of the Lease and its owner has 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 Lessee 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. Assignor and Assignee have the legal right and authority to enter into this Consent and each has received all necessary approvals to do so.
3. Consent of County.
- a. In reliance on the representations and warranties of Assignor and Assignee set forth herein, and subject to the execution and delivery of the Guaranty, the County consents to the Assignment.
 - b. On the effective date of the Assignment, Assignor is fully released from all rights and obligations under the Lease.
 - 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.
4. Assumption. Assignee hereby assumes all of Assignor's obligations under the Lease, including the obligation to pay rent when due and to pay any amounts outstanding under the Lease, including any amount that accrued prior to the effective date of the Assignment.
5. Governing Law. This Consent is governed by the laws of the State of California, with venue in the Superior Court of the County of Contra Costa.
6. Survival. The provisions of this Consent shall survive both the execution and delivery of this Consent.
7. Notices. From and after the effective date of this Consent, all notices given to Tenant under the Lease will be mailed to:

Buchanan Fields Golf Club LLC
1 Sansome Street, Suite 3500
San Francisco, CA 94104
Attn: Robett Hollis

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

RECOMMENDED FOR APPROVAL:

By _____
Beth Lee
Assistant Director of Airports

APPROVED AS TO FORM:

By Thomas L. Geiger, County Counsel

By _____
Kathleen M. Andrus,
Deputy County Counsel

ASSIGNOR

Buchanan Fields Golf Course, Inc., a
California corporation

By _____
Dianna Hall
President

ASSIGNEE

Buchanan Fields Golf Club LLC

By _____
Robett Hollis
Manager