

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease (“**Consent**”) is dated December 16, 2025, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”), HAPI314159 HOLDINGS, LLC (“**Tenant**,” or “**Assignor**”), and JOBY AERO, INC., A DELAWARE CORPORATION (“**Assignee**”).

RECITALS

- A. County owns real property located in unincorporated Contra Costa County that consists of approximately 0.86 acres commonly referred to as 1500 Sally Ride Drive, Concord, California (the “**Premises**”). The Premises has been improved with an aircraft hangar.
- B. The Premises are subject to an Amended and Restated Lease dated June 21, 2016, as amended by a First Amendment to Lease dated May 31, 2019 (the “**First Amendment**”) (as amended, the “**Lease**”). The original tenant, Michael J. Oakes, assigned its interest in the Lease to VOLY RE LLC pursuant to an assignment and assumption agreement dated May 31, 2019 (the “**2019 Assignment**”). VOLY RE LLC assigned its interest in the Lease to Tenant pursuant to an assignment and assumption agreement dated July 1, 2022.
- C. Assignor desires to assign all of its rights, 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 dated December 17, 2025 (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 and Sale Agreement between Assignor and Assignee dated as of October 1, 2025 (“**Purchase Agreement**”) for the purchase and sale of the Lease and certain personal property located on or relating to the Premises.
- E. The Lease requires that Assignor and Assignee receive County’s written consent to the Assignment.
- F. Assignor’s obligations under the Lease are partially guaranteed by Hannan Parvizian (the “**Guarantor**”) under a Guaranty of Lease dated July 1, 2022 (the “**Guaranty**”).
- 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 consistent with the use permitted under the Lease.
 - b. Assignee is a Delaware corporation 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 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. Representations and Warranties of County. The County hereby represents and warrants that:
 - a. The Lease is in full force and effect and, except for the First Amendment, has not been modified, supplemented or amended, orally or in writing. Except for the Lease, there are no agreements between the County and Assignor that in any way concern the subject matter of the Lease or the occupancy or use of the Premises.

- b. With the exception that is noted and addressed in Section 8 below, relating to Tenant's failure to maintain the Premises in a first-class condition as required by Section 15.A. of the Lease, no default exists under the Lease and no condition exists which, but for the passage of time, the giving of notice, or both, would constitute a default under the terms of the Lease or give rise to a right by Lessor to terminate the Lease. With the exception noted in Section 8 below, all conditions and obligations under the Lease to be satisfied or performed by Assignor as "Tenant" and Lessor have been satisfied or performed as of the date hereof and Lessor does not assert, and is not entitled to assert, any claim against Tenant or any defense to or offset against the enforcement of the Lease by Tenant.
 - c. The term of the Lease commenced on or about June 21, 2016, and is scheduled to terminate on June 20, 2046.
 - d. Upon termination of the Lease on June 20, 2046, Assignee understands that all improvements and materials in and on the Premises (excepting personal belongings), will revert to the County and Assignee will have no rights to any improvements or materials within the Premises.
 - e. In accordance with section 8.D of the Lease, the County holds a security deposit from Assignor in the amount of \$4,626.00.
 - f. The current Ground Rent payable under the Lease is \$2,929.75 per month. Ground Rent and all other charges payable under the Lease have been paid through (and only through) December 31, 2025.
 - g. Pursuant to the 2019 Assignment, the Extension Payment (as defined in Section 2 of the Lease) has been paid in full.
 - h. Pursuant to the 2019 Assignment, the Capital Investment (as defined in Section 3 of the Lease) has been paid in full.
5. Assignment and Assumption Agreement. Assignor and Assignee are entering into the Assignment Agreement under which the Assignment will become effective.
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. 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, subject to Section 8 below, shall cure any existing default.

- c. Prior to the effective date of the Assignment, the Assignor shall pay the County a Transaction Fee of \$3,000.00, plus staff time spent in connection with processing this Consent.

7. 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.

8. Assumption.

- a. 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.
- b. Assignee recognizes and agrees that the Premises have not been maintained in a "first class condition," as required by Section 15 of the Lease. Assignee agrees to make all the repairs identified in Exhibit A attached to this Consent (such repairs, the "**Work**") to the satisfaction of the Director of Airports within two years after the date of this Consent. If the Work is not completed to the satisfaction of the Director of Airports within two years after the date of this Consent, County may declare a default under Section 15 and Section 29.B of the Lease and pursue all remedies available under Section 30 of the Lease.

9. 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.

10. Release. Upon the full execution of this Consent by all parties, County hereby releases Assignor and Guarantor from their obligations and liabilities accruing under the Lease and the Guaranty from and after the effective date of the Assignment.

11. Survival. The provisions of this Consent shall survive both the execution and delivery of this Consent.
12. Notice. From and after the effective date of the Assignment, all notices given to Tenant under the Lease will be mailed to:

To Assignee: Joby Aero, Inc.
 333 Encinal Street
 Santa Cruz, CA 95060
 Attn: Legal Department
 E-mail: legal@jobyaviation.com

with copies to: Kaplan Kirsch, LLP
 1675 Broadway, Suite 2300
 Denver, CO 80202
 Attn: Peter J. Kirsch
 E-mail: pkirsch@kaplankirsch.com

[Remainder of Page Intentionally Left Blank]

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
California limited liability company

By _____
Greg Baer,
Director of Airports

ASSIGNOR:

HAPI314159 HOLDINGS, LLC, a
California limited liability company

By _____
Hannan Parvizian,
Manager

APPROVED AS TO FORM:

By Thomas L. Geiger, County Counsel

By _____
Kathleen M. Andrus,
Deputy County Counsel

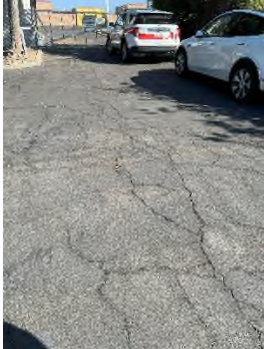
ASSIGNEE:

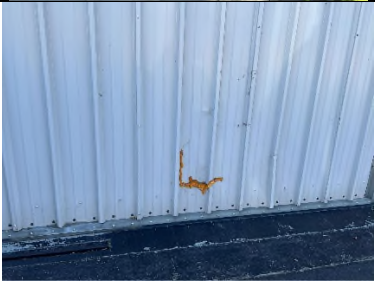
JOBY AERO, INC., a Delaware
Corporation

By _____
JoeBen Bevirt,
Chief Executive Officer

EXHIBIT A

Descriptions and Depictions of the Work

DESCRIPTION OF REPAIR ITEM	DEPICTION OF CONDITION AS OF SEPTEMBER 26, 2025		
Resurface parking lot and apron area			
			
Repair area around storm drain to prevent ponding (i.e., remove asphalt, recompact, and repave to lip of storm drain box)			
Repair water leak			

Clean gutters and repair damaged areas			
			
Repair damage and holes in exterior hangar walls			
			
			

			
Remove trash			
Divert water away from edge of building			
Ensure all electrical boxes are safe and secure			
Replace damaged doors			

Repair or replace damaged doors

