With Frank Konyn

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE

THIS CONSENT TO ASSIGNMENT OF LEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of the date that this Consent is executed by the City and approved as to form by the San Diego City Attorney ("Effective Date").

RECITALS

A. WHEREAS, CITY and Suncoast Botanicals, Inc., a California corporation (as successor in interest to Chong Flower Growers) ("LESSEE"), are parties to that certain Lease Agreement, dated as of June 29, 1992, filed in the Office of the City Clerk, San Diego, California, as Document No. RR-280244 (as amended, "Lease"), for the premises consisting of approximately 300 acres located in San Pasqual Valley in the City of San Diego, State of California, as more particularly described in the Lease ("Premises").

B. WHEREAS, the Lease is currently in holdover, with a month-to-month term.

C. WHEREAS, John Gary Collins and Lori Collins, the owners of all of the outstanding stock of LESSEE (collectively, "SELLERS"), and Frank Konyn ("BUYER") are parties to that certain Stock Purchase Agreement dated October 20, 2020, whereby SELLERS conveyed to BUYER all shares of stock in LESSEE, including SELLERS' interest in the Lease.

D. WHEREAS, SELLERS requested that the CITY consent to the assignment of the Lease to BUYER.

E. WHEREAS, Section 4.2 of the Lease requires that CITY consent to the assignment of any portion of LESSEE's right, title, or interest in the Lease, including any transfer of any ownership interest in the Lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners or principals.

F. WHEREAS, an assignment of the Lease to BUYER will not extend the term of the Lease, which will remain in holdover with a month-to-month term.

G. WHEREAS, BUYER intends to continue the methods of operation of LESSEE, namely the growing, drying, packing, and wholesale marketing of flowers.

NOW, THEREFORE, CITY provides its consent to the assignment of the Lease from BUYER to SELLERS, subject to the following:

1. In reliance upon BUYER's assumption of all obligations as "LESSEE" under the Lease, CITY hereby consents to SELLERS' request to assign all of its right, title, and interest in and to the Lease to BUYER. By giving this Consent, CITY is merely consenting to the Assignment. All terms and conditions of the Lease shall control and supersede any

inconsistent or contrary provisions in any agreement executed between SELLERS and BUYER, except as otherwise approved herein; and

2. CITY does not release, discharge, or modify LESSEE's obligations to CITY under the Lease. As set forth in applicable law, LESSEE's obligations under the Lease shall survive said Assignment and shall continue through the termination dates of the Lease, as set forth therein; and

3. LESSEE agrees to pay CITY any applicable processing and/or administrative fee(s) for processing this Consent; and

4. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Assignment. Further, LESSEE agrees to protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by CITY in resisting any claim for any such brokerage commission or finder's fee.

IN WITNESS WHEREOF, this Consent is executed by CITY acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: Mar 7, 2024

BY: _____
Lucy Contreras, Deputy Director, Real Estate

Approved as to form this 7th *day of* March *2024.*

MARA W. ELLIOT, City Attorney

BY: _____
Name: Brian Byun
Title: Deputy City Attorney