

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to CROWNAIR HOLDINGS, INC., a California corporation dba CrownAir Aviation (whose parent is L&S Aviation, LLC) (Lessee), to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

- A. City and Lessee entered into the City of San Diego Flat Rate Lease dated May 17, 2016, filed as document RR-310431 in the Office of the San Diego City Clerk (Lease), relating to approximately 16 acres of City-owned real property located at Montgomery-Gibbs Executive Airport, in the City of San Diego, County of San Diego, State of California, and more particularly described in the Lease (Premises) as more particularly described in the Lease.
- B. Lessee now desires to assign all of its right, title and interest to and under the Lease to MYF Holdings, LLC, a Delaware limited liability company (Assignee).
- C. Section 4.2 of the Lease requires City's prior written consent to assign any interest in and to the Lease under the Lease.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, City consents to the assignment as follows:

- 1. Subject to the terms and conditions herein, City hereby consents to Lessee's request to assign all of its right, title and interest to and under the Lease to Assignee. By giving this Consent, City is merely consenting to the requested assignment. All terms and conditions of the Lease shall control and supersede any inconsistent or contrary provisions in any assignment agreement executed between Lessee and the Assignee, except as otherwise approved herein; and
- 2. City's Consent is conditioned upon Assignee's written agreement that it will assume all rights and obligations as Lessee under the Lease and that Assignee will keep and perform all covenants, conditions, and provisions of the Lease; and
- 3. City does not release, discharge or modify Lessee's obligations to City under the Lease. Lessee shall remain primarily obligated as the lessee 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. City does not waive or relinquish any rights under the Lease against Lessee or Assignee; and
- 4. This Consent does not constitute consent to any subsequent assignment of any interest in and to the Lease.
- 5. Lessee agrees to pay City any applicable processing and/or administrative fee(s) for processing this Consent.

6. 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 to Assignment is executed by City acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 11/28/16

By: [Signature]
Cybele Thompson
Director, Real Estate Assets Department

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity, Consent in Assignment is not a project pursuant to CEQA Guidelines Section 15060(c)(3) because it would not result in a direct, or reasonably foreseeable indirect physical change, on the environment. Pursuant to CEQA Guidelines Section 15004 (Time of Preparation,) and the provisions of the lease, the Lessee is required to obtain all required permits and approvals, including environmental clearance for the General Development Plan.

Date: 11/18/16

By: [Signature]
Name: Alyssa M. Muto
Title: Deputy Director, Environment and Policy Analysis, Planning Department

Approved as to form this 22nd
day of November, 2016.

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Name: Hilda R. Mendoza
Title: Deputy City Attorney