

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (Consent) is executed by THE CITY OF SAN DIEGO, a California municipal corporation (CITY), to be effective upon approval by the San Diego City Attorney (Effective Date).

RECITALS

- A. CITY and National Air College, Inc., a California corporation (Lessee) are parties to that certain First Amendment to Lease, filed in the Office of the San Diego City Clerk as Document No. RR-256396 (Master Lease), which deleted all of the terms and conditions and substituted said terms and conditions of that certain Lease Agreement, filed in the Office of the San Diego Clerk as Document No. 731786, and relating to certain City-owned real property (Master Lease 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 Master Lease; and
- B. Lessee now desires to sublease a portion of the Master Lease Property to Personal Plane Tech Inc., dba Aeromechanix (Sublessee).
- C. The Master Lease requires City's prior written consent to the sublease of any portion of the Master Lease Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, CITY hereby consents to Lessee subject to the following provisions:

- 1. **Subordination.** Subject to the terms and conditions herein, CITY hereby consents to Lessee's request to sublease a portion of the Master Lease Property to Sublessee. By granting this Consent, City is merely consenting to Lessee's request to sublease. All terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in any sublease executed between Lessee and the Sublessee, except as otherwise approved herein. Any sublease executed between Lessee and Sublessee is and shall be subordinate to the Master Lease in all aspects and CITY shall not be bound by any term or condition in any such sublease.
- 2. **Master Lease Provisions.** Without releasing Lessee from any obligation under the Master Lease, Lessee shall ensure that Sublessee assumes and shall perform the obligations of Lessee under the Master Lease as and to the extent such obligations are applicable to the portion of the Master Lease Property subleased to Sublessee or Sublessee's use of any common area within the Master Lease Property set forth in any sublease agreement. CITY's consent is conditioned upon Sublessee's written agreement that it will assume all rights and obligations as a sublessee

under the Master Lease and this Consent, as applicable to Sublessee as the sublessee of that certain portion of the Premises set forth in any sublease agreement

3. Lessee's Obligations. By granting this Consent, CITY does not release, discharge or modify Lessee's obligations to CITY under the Master Lease. As set forth in applicable law, Lessee's obligations under the Master Lease shall survive said sublease and shall continue through the termination date of the Master Lease, as set forth therein.
4. Subsequent Sublease. This Consent does not constitute consent to any subsequent subletting of any portion of the Master Lease Property, and does not relieve Lessee, or any person claiming under or through Lessee, of the obligation to obtain CITY's consent to any future sublease.
5. No Modification of Master Lease or Sublease. This Consent shall not be deemed or construed to modify, waive, impair, or affect any of the terms or conditions of the Master Lease.
6. Fee. Lessee shall pay CITY all applicable processing and/or administrative fee(s) for processing this Consent.
7. Captions. Captions to the sections of this Consent are included for convenience only and do not modify any of the terms of this Consent.
8. Brokerage Commission or Fee. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the sublease. Further, Lessee shall agree 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 the sublease, or 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.
9. Controlling Law. The terms and conditions of this Consent shall be construed in accordance with the laws of the State of California.

[Signatures on the next page]

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

Date: 8/17/17

THE CITY OF SAN DIEGO,
A California municipal corporation

BY: [Signature]
Name: CUBA RICHMOND
Title: OILCRA RELEASING SERVICES

Date: July 20, 2017

NATIONAL AIR COLLEGE, INC.,
A California corporation

BY: [Signature]
Name: GREGORY MADARIAGA
Title: PRESIDENT

Planning Department - Environmental Clearance:

Environmental Analysis Section Environmental Clearance:

Categorically exempt from CEQA pursuant to CEQA State Guidelines Section 15301
(Existing Facilities).

Date: 8/16/17

By: [Signature]
Name: Alyssa Muto,
Title: Deputy Director,
Planning Department

Approved as to form this 18th day
of August, 2017.

MARA W. ELLIOTT, City Attorney

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