

ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER FIXED BASE OPERATION LEASE

THIS ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER FIXED BASE OPERATION LEASE (this “**Assignment**”) is made and entered into as of October 4th, 2022, by and between EAGLE’S NEST AVIATION SERVICES, LLC (“**Assignor**”), and VALI AVIATION, LLC (“**Assignee**”).

RECITALS

A. Assignor, as lessee, and COUNTY OF SISKIYOU, as lessor (“**Lessor**”), entered into that certain Weed Airport Fixed Base Operation Lease dated April 13, 2004, as amended by that certain First Addendum to Fixed Base Operation Lease dated April 8, 2022, and that certain Second Addendum to Fixed Base Operation Lease dated _____ (collectively, the “**Lease**”).

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, Assignor’s rights, interests and obligations as “Lessee” under the Lease.

C. Section 23 of the Lease provides that the Lessee under the Lease shall not assign Lessee’s interest in the Lease without obtaining Lessor’s prior written consent.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, in consideration of the foregoing recitals and for the purposes and in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Defined Terms. Except as otherwise provided herein, all defined terms used in this Assignment shall correspond to the defined terms in the Lease. As used herein, the “Effective Date” shall be the last to occur of (a) the Close of Escrow under that certain Commercial Purchase Agreement and Joint Escrow Instructions dated June 1, 2022, between Assignor, as seller, and Assignee, as buyer, and (b) execution of the Consent to Assignment of Rights and Assumption of Obligations under Fixed Base Operation Lease, which is attached hereto as Exhibit A, by the County of Siskiyou.

2. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns and transfers all of Assignor’s rights, title, duties, obligations and interest in the Lease and Assignee accepts such assignment and assumes and agrees to be bound by and perform, from the Effective Date, as a direct obligation to Assignee, all provisions of the Lease applicable to the “Lessee” under the Lease. This Assignment is a present, absolute and unconditional assignment and shall, immediately upon execution of this Assignment, give Assignee all rights and obligations of “Lessee” under the Lease. Assignor shall not be liable for any obligations under the Lease arising or accruing after the Effective Date. Assignor shall be solely liable for all obligations under the Lease arising or accruing prior to the Effective Date.

3. Lessor’s Consent. Assignor and Assignee acknowledge that Lessor’s consent to this Assignment is a condition to the effectiveness of this Assignment and hereby agree to be

bound by the terms of the consent to Assignment of Lease attached hereto as Exhibit "A" and incorporated by reference herein. The provisions of this Assignment shall inure to the benefit of Lessor as a third party beneficiary hereof.

4. Terms of Lease Not Affected. Except as specifically set forth in this Assignment, the provisions of the Lease shall remain in full force and effect and shall not be modified by this Assignment.

5. Integration. This Assignment, together with the Lease, its exhibits, addenda and amendments, contains all of the agreements of the parties hereto and supersedes any previous oral negotiations or discussions. There have been no representations made by or between Lessor and either Assignor or Assignee other than those set forth in this Assignment and the Lease.

6. Representations. Assignor hereby warrants and represents to Assignee and Lessor that:

- a. The Lease is in full force and effect.
- b. Assignor has the full and lawful authority to assign its interest in the Lease to Assignee.
- c. There exists no breach or default, nor state of facts, nor condition which, with notice, the passage of time, or both, would result in the breach or default on the part of Lessor, its agents or assigns, and
- d. Assignor has no claims or defenses, offsets or credits against the rent, Lessor or Lessor's enforcement of the Lease.

Assignee hereby represents and warrants that it has received a true and correct copy of the Lease, has read it and understands all terms, provisions, obligations and liabilities contained therein.

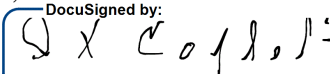
7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of California, as they apply to contracts executed in and to be carried out entirely within California.

8. Counterparts. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one agreement, binding on all parties, even though all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

ASSIGNOR:

EAGLE'S NEST AVIATION SERVICES, LLC, a California limited liability company

By:  9/23/2022
DocuSigned by: C00498AF083...
 Name: John X Coffelt
 Title: Managing Member

ASSIGNEE:

VALI AVIATION, LLC, a California limited liability company

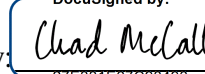
By:  9/26/2022
DocuSigned by: 27E331E67C98496...
 Name: _____
 Title: _____

Exhibit "A"

**CONSENT TO ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS
UNDER FIXED BASE OPERATION LEASE**

This Consent to Assignment of Rights and Assumption of Obligations under Fixed Base Operation Lease ("Consent") is made by County of Siskiyou ("Lessor").

Lessor is the Lessor under that certain Weed Airport Fixed Base Operation Lease dated April 13, 2004, as amended by that certain First Addendum to Fixed Base Operation Lease dated April 8, 2022 (collectively, the "Lease"), entered into with Eagle's Nest Aviation Services, LLC ("Assignor"), as Lessee. This Consent is being given in connection with that certain Assignment of Rights and Assumption of Obligations under Fixed Base Operation Lease (the "Assignment") between Assignor (the original Lessee under the Lease) and Vali Aviation, LLC ("Assignee").

Lessor hereby consents to the Assignment to Assignee, subject to the following terms and conditions:

1. Nothing contained in this Consent or in the Assignment shall be construed to modify, waive or affect any provisions, covenants or conditions in the Lease, provided, however, Assignor shall not be liable for any obligations under the Lease arising or accruing after the Effective Date of the Assignment, after which Lessor agrees to look solely to Assignee for performance of all duties and obligations of "Lessee" under the Lease.
2. Assignee shall be liable and responsible for the full and timely performance and observation of all provisions, covenants and conditions set forth in the Lease to be performed and observed by Lessee under the Lease from and after the Effective Date.
3. Assignor shall be liable and responsible for the full and timely performance and observation of all provisions, covenants and conditions set forth in the Lease to be performed and observed by Lessee under the Lease prior to the Effective Date.
4. This Consent shall not be construed as consent to any further assignment or subletting.
5. Lessor hereby confirms the current term of the Lease expires on April 15, 2034, consistent with the First Addendum to the Lease. Lessor further confirms that the option in Paragraph 6 of the Lease remains in effect and may be exercised by Assignee prior to expiration of the current term of the Lease so long as such exercise is completed in compliance with the terms of the Lease.

IN WITNESS WHEREOF, Lessor has executed this Consent on the date set forth below.

LESSOR:

COUNTY OF SISKIYOU

Brandon A. Criss, Chair
Board of Supervisors, County of Siskiyou

Date: _____