

ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER FUEL SERVICE AGREEMENT

THIS ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER the Fuel Service Agreement for Siskiyou County Airport is made and entered into as of May, 1st 2023 by and between EAGLE'S NEST AVIATION SERVICES, LLC ("Assignor"), and VALI AVIATION, LLC ("Assignee").

RECITALS

A. Assignor, as "Contractor", and COUNTY OF SISKIYOU, as owner and sponsor of Siskiyou County Airport ("Sponsor"), entered into that certain Fuel Service Agreement for Siskiyou County Airport agreement dated April 6th, 2001, as amended by that certain First Addendum to Fuel Service Agreement for Siskiyou County Airport. Agreement dated April 6th, 2016.

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, Assignor's rights, interests and obligations as "Contractor" under the Fuel Service Agreement for Siskiyou County Airport.

C. Section 13 of the Agreement provides that the Contractor under the Agreement shall not assign Contractor's interest in the Agreement without obtaining Sponsor'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 Agreement. Execution of the Consent to Assignment of Rights and Assumption of Obligations under Fuel Service Agreement for Siskiyou County Airport, 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 Agreement 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 Agreement applicable to the "Contractor" under the Agreement. This Assignment is a present, absolute and unconditional assignment and shall, immediately upon execution of this Assignment, give Assignee all rights and obligations of "Contractor" under the Agreement. Assignor shall not be liable for any obligations under the Agreement arising or accruing after the Effective Date. Assignor shall be solely liable for all obligations under the Agreement arising or accruing prior to the Effective Date.

3. Sponsor's Consent. Assignor and Assignee acknowledge that Sponsor'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 Agreement attached hereto as Exhibit "A" and incorporated by reference herein. The provisions of this Assignment shall inure to the benefit of Sponsor as a third party beneficiary hereof.

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

5. Integration. This Assignment, together with the Agreement, 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 Sponsor and either Assignor or Assignee other than those set forth in this Assignment and the Fuel Service Agreement for Siskiyou County.

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

- a. The Agreement is in full force and effect.
- b. Assignor has the full and lawful authority to assign its interest in the Agreement 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 Sponsor, its agents or assigns, and
- d. Assignor has no claims or defenses, offsets or credits against the rent, Sponsor or Sponsor's enforcement of the Agreement.

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

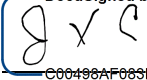
7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of California, as they apply to contracts executed in and to be carried out entirely within California.

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:  4/13/2023
DocuSigned by: C00496AF083D490...
 Name: _____
 Title: _____

ASSIGNEE:

VALI AVIATION, LLC, a California limited liability company


By:  4/13/2023
DocuSigned by: 27E331E07C98496...
 Name: _____
 Title: _____

Exhibit “A”
CONSENT TO ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS
UNDER FUEL SERVICE AGREEMENT FOR SISKIYOU COUNTY AIRPORT

This Consent to Assignment of Rights and Assumption of Obligations under Fuel Service Agreement (“Consent”) is made by County of Siskiyou (“Sponsor”).

Sponsor is the Sponsor under that certain Fuel Service Agreement for Siskiyou County Airport dated April 6th, 2016, as amended by that certain First Addendum to Fuel Service Agreement for Siskiyou County Airport dated April 6th, 2021 (collectively, the “Agreement”), entered into with Eagle’s Nest Aviation Services, LLC (“Assignor”), as Contractor. This Consent is being given in connection with that certain Assignment of Rights and Assumption of Obligations under Fuel Service Agreement for Siskiyou County Airport (the “Assignment”) between Assignor (the original Contractor under the Agreement) and Vali Aviation, LLC (“Assignee”).

Sponsor 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 Agreement, provided, however, Assignor shall not be liable for any obligations under the Agreement arising or accruing after the Effective Date of the Assignment, after which Sponsor agrees to look solely to Assignee for performance of all duties and obligations of “Contractor” under the Agreement.
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 Agreement to be performed and observed by Contractor under the Agreement 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 Agreement to be performed and observed by Contractor under the Agreement prior to the Effective Date.
4. This Consent shall not be construed as consent to any further assignment or subletting.
5. Sponsor hereby confirms the current term of the Agreement expires on April 6, 2026, consistent with the First Addendum to the Agreement. Sponsor further confirms that the option in Paragraph 6 of the Agreement remains in effect and may be exercised by Assignee prior to expiration of the current term of the Agreement so long as such exercise is completed in compliance with the terms of the Agreement.

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

Sponsor:

COUNTY OF SISKIYOU

Ed Valenzuela, Chair
Board of Supervisors, County of Siskiyou
State of California

Date: _____