RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:

FLT Lake Siskiyou Resort, LLC Attn: Legal Dept. 2082 Michelson Drive, 4th Fl. Irvine, CA 92612

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

## **ASSIGNMENT OF LESSEE'S INTEREST IN LEASE**

## AND CONSENT THERETO

## ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSEE'S INTEREST IN LEASE (the "Assignment") is executed as of March \_\_\_, 2025, by and between Reynolds Resort – Lake Siskiyou, LLC, a California limited liability company ("Assignor") and FLT Lake Siskiyou Resort, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's interest as lessee under the lease (the "Lease"), a true and correct copy with all its amendments are attached hereto as Exhibit 1.

**WHEREAS**, the Lease is with the Siskiyou County Flood Control and Water Conservation District, a political subdivision of the State of California ("Landlord") as Lessor.

WHEREAS, this Assignment is subject to that certain consent of the Landlord entitled "CONSENT OF LESSOR SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ASSIGNMENT OF CONCESSIONAIRE AGREEMENT FOR LAKE SISKIYOU CAMPGROUNDS" (the "Consent") the terms of which are incorporated therein by reference and deemed binding upon the parties as if fully set forth herein. A copy of the Consent is attached hereto at Exhibit 2.

IT IS AGREED:

1. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Lease, effective as of the date of this Assignment. Assignee agrees to accept such assignment and agrees to perform, as a direct obligation to the Landlord, the provisions of the Lease.

2. Assignee forever warrants and defends that:

(a) Assignee will not sell, convey, assign, transfer, alienate, or otherwise dispose of its interest in the Lease, or alienate or place, allow to be placed a lien or encumbrance against the Lease and/or any public property owned by the Landlord thereunder without first obtaining the prior written consent of the Landlord, which consent may be withheld in the sole discretion of the Landlord.

3. Assignor represents and warrant to Assignee that, as of the date hereof:

(a) Exhibit 1 is a true and correct copy of the Lease together with all of its addendums and amendments.

(b) The Lease is in full force and effect and there exists no default on the part of Assignor thereunder, nor does Assignor have any actual knowledge of any defaults or any acts or events that with the passage of time or the giving of notice could become defaults thereunder on the part of any party to the Lease.

4. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns. Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other party in order to fully carry out the intent and accomplish the purposes of this Assignment and the transactions contemplated herein. This Assignment shall be construed in accordance with, and governed by, the laws of the State of California.

5. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6. If any term, provision, covenant, or condition of this Assignment or any application of it is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, all terms, provisions, covenants, and conditions of this Assignment and all applications of it not held invalid, void, or unenforceable will continue in full force and will not be affected, impaired, or invalidated.

Signatures follow on next page

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date and year first above written.

ASSIGNOR:

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Reynolds Resort - Lake Siskiyou, LLC a California limited liability company By: Thomas Reynolds Its: Managing Member ASSIGNEE:

FIT Lake Siskiyou Resort, LLC h Delaware limited liability company By: JD Carbone Its: Vice President

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