ASSIGNMENT AND ASSUMPTION AGREEMENT

AND

CONSENT TO ASSIGNMENT AND ASSUMPTION

(Site A)

This Assignment and Assumption Agreement and Consent to Assignment and Assumption (Site A) ("**Assignment, Assumption and Consent**") is entered into by and among the County of San Luis Obispo, a political subdivision in the State of California ("**County**"), Aviation Consultants, Inc., a California corporation ("**Assignor**"), and ACI AIR, LLC, a California limited liability company ("**Assignee**").

WHEREAS, County and Assignor entered into a Fixed Based Operator (FBO) Lease and Operating Agreement for Lease Site A which was approved by the Board of Supervisors on February 26, 2008 (the "**Lease**"); and

WHEREAS, Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease and assume all of Assignor's duties and obligations under the Lease; and

WHEREAS, Assignor and Assignee request County's approval to assign the Lease from Assignor to Assignee; and

WHEREAS, it is in the best interest of the County to approve the assignment and assumption of the Lease, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Assignee's assumption and agreement to perform each and every term of the Lease required to be performed by Assignee, and the mutual promises, covenants, agreements, and conditions herein set forth, the parties agree as follows:

1. Assignor hereby fully and forever assigns, transfers and coveys all of its rights, title and interest in the Lease to Assignee, to the fullest extent assignable and permitted by law, subject to the obligations stated in section 3 below.

2. Assignee accepts the assignment of the Lease and assumes and agrees to keep, perform and be bound by all the terms, duties, convenants, and conditions in the Lease on the part of Assignor after the effective date of this assignment, as though Assignee was the original Tenant hereunder. Assignor will remain fully obligated to perform each and every obligation of Tenant under the lease.

3. County consents to the assignment of the Lease from Assignor to Assignee. In granting this Consent, the County does not waive any of its rights it may otherwise have under the Agreement against Assignor.

4. The effective date of this assignment shall be the date the Board of Supervisors approves this assignment and assumption agreement.

5. All terms and conditions of the Lease shall remain in full force and effect as to County, Assignor and Assignee.

[Signature page follows.]

IN WITNESS WHEREOF, County, Assignor, and Assignee have executed this Assignment, Assumption and Consent to as of the date last written below.

COUNTY OF SAN LUIS OBISPO

By:_____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors on
_____, 2016

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:_____
Deputy County Counsel

Date: 3/10/16

ASSIGNEE:

ACI AIR, LLC, a California limited liability company

By:_____
Olivier leclercq, Sole Member

Date: 3-3-16

ASSIGNOR:

Aviation Consultants, Inc.,
a California corporation

By:_____
William Borgsmiller
President

Date: 3-3-16