

**ASSIGNMENT OF LEASES
AND CONSENT THERETO**

This Agreement is made on May 31, 2012, by and between RUNWAY CAFÉ, LLC, a California limited liability company (hereafter the “Assignor”), LAWRENCE ABNEY, dba RED TRUCK (hereafter the “Assignee”), whose address, for purposes of notice is: PO Box 9692 Truckee, CA 96160, and TRUCKEE TAHOE AIRPORT DISTRICT, an airport district (hereafter the “District”), with respect to the following facts:

- A. On or about March 1, 2009, Assignor and District entered into a Lease Agreement for certain leased premises owned by District, as landlord, to be operated as a food service providing catering services and retail sales. A true and correct copy of that Lease Agreement is attached hereto as Exhibit A and incorporated herein by reference (hereafter the “Lease”). Assignor and District also, on or about March 1, 2009, entered into a second Lease Agreement for certain premises owned by District, as Landlord, to be utilized as office space for Assignor’s food service business. A true and correct copy of that Lease is attached hereto as Exhibit B and incorporated herein by reference. Assignor operated its business as a specialized aeronautical services operator in order to provide full and complete delicatessen service and retail sales of fresh food through counter sales at the leased premises located at the Airport while utilizing the office space for the administration of the food service business.
- B. Following the execution of those Leases, and as provided in the Lease attached as Exhibit A, District constructed a new administration building, Assignor moved its business into the new administration building, and vacated the old administration building, while maintaining its office in the same location. The total rent for the new kitchen and the office space is \$422 per month including Common Area Maintenance Fees and utilities.
- C. Assignor now wishes to assign all of its rights, title, and interest to Assignee, who agrees to assume all rights and obligations in each of those two Leases, all as set forth below.
- D. Although this type of Lease is typically not permitted to be transferred, because the services provided by Assignor are unique at the Truckee Tahoe Airport and Assignor is the only person or entity providing such services to the airport, due to the need to have these services provided to both the aeronautical users of the airport and the general public, because there is a great need for these services during the busy summer months, and because the Lease shall expire on its own terms and provisions in approximately 9 months, District consents to this Assignment.

NOW, THEREFORE, IT IS AGREED as follows:

1. For value received, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title, interest, and obligations in and to both of the Leases described above. Assignee agrees to and does accept the assignment. Assignee expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, conditions, and obligations required to be kept, performed, and fulfilled by Assignor as lessee under the Leases, including the making of all payments due to and payable on behalf of Assignor under the Leases when due and payable that accrue on or after the effective date of this Assignment.
2. Said assignment shall become effective as of midnight on June 1, 2012. At such time, Assignor shall be relieved of any and all obligations related to the above-described Leases that arise or accrue after this Assignment becoming effective.
3. Assignor's security deposit shall be applied to any and all obligations owing or amounts due District as of May 31, 2012 and any unused amount of that deposit shall be returned to Assignor pursuant to the terms of the Leases. Assignee shall, on or before May 31, 2012, provide a new security deposit of \$1,500 to be held, applied and distributed pursuant to the terms of the Leases.
4. Assignee acknowledges that pursuant to the terms of the Leases, the Leases shall expire as of 11:59 p.m. on February 28, 2013, unless earlier terminated pursuant to the provisions of the Leases. Assignee further acknowledges that there is no option to extend or renew the Leases; however, nothing shall preclude Assignee and District from mutually agreeing to negotiate an additional term or mutually agreeing to negotiate for the rental of any other facility constructed at the Airport.
5. Assignee further acknowledges the provisions of Article 14 of the Leases, which includes, but is not limited to, that the Leases are not intended to provide an exclusive right to provide the services called for in the Leases.
6. Assignee further acknowledges that District may issue a formal Request for Proposals regarding future occupants of the Leased premises following the expiration of this Lease.
7. District hereby consents to the assignment of each of the Leases.

Dated: May 31, 2012

RUNWAY CAFÉ, LLC, Assignor

By: Amy Burke

Title: _____

Dated: May 31, 2012

LAWRENCE ABNEY, Assignee

By: _____
Title: _____

Dated: May 31, 2012

TRUCKEE TAHOE AIRPORT DISTRICT

By: Kevin Smith
Title: General Manager