

**ATTACHMENT A**

Consent to Bill of Sale

Port-a-Port Space No. 26

(Behind this Page)

## CONSENT TO BILL OF SALE

The County of Riverside, a political subdivision of the State of California (County) hereby consents to the attached Bill of Sale, dated December 28, by and between Glen V. Freter, Trustee of the Harry G. Freter Trust dated July 1, 1994, (Harry G. Freter, deceased) (as "Seller") and Joseph Fan, an individual (as "Buyer") relating to the sale of the Port-a-Port aircraft storage hangar known as Space No. 26, located at French Valley Airport, Murrieta, California. A copy of the Bill of Sale is attached hereto as Exhibit "A".

By consenting to the Bill of Sale, the County neither undertakes nor assumes nor will have any responsibility or duty to Joseph Fan, or to any third party to review, inspect, supervise, pass judgment upon or inform Joseph Fan or any third party of any matter in connection with subject aircraft storage hangar, whether regarding the quality or adequacy or suitability of the subject aircraft storage hangar for Joseph Fan's proposed use or otherwise. Joseph Fan and all third parties shall rely upon its or their own judgment regarding such matters. The County makes no representations, express or implied, with respect to the legality, fitness, or desirability of the subject aircraft storage hangar for Joseph Fan's intended use.

IN WITNESS WHEREOF, the County has caused its duly authorized representative to execute this Consent to Bill of Sale as of the date set forth below.

Date: \_\_\_\_\_

COUNTY OF RIVERSIDE, a political  
Subdivision of the State of California

By: \_\_\_\_\_

John J. Benoit, Chairman  
Board of Supervisors

ATTEST:  
KECIA IHEM-HARPER  
Clerk of the Board

APPROVED AS TO FORM  
GREGORY P. PRIAMOS, County Counsel

By: \_\_\_\_\_  
Deputy

By:   
Shaila R. Brown,  
Deputy County Counsel

Joseph Fan, an individual, hereby acknowledges and consent to all of the terms set forth in this Consent to Bill of Sale.

By:   
Joseph Fan, Buyer

Dated: 1/6/16

**ATTACHMENT B**

Bill of Sale

Port-a-Port Space No. 26

(Behind this Page)



## Bill of Sale

BE IT KNOWN, that for payment in the sum of \$24,000 the full receipt of which is acknowledged, the undersigned Glen V Freter, Trustee of the Harry G Freter Trust dated July 1, 1994 (Seller) hereby sells and transfers to Joseph Fan (Buyer), the following:

Hanger #26	Location: French Valley Airport
Make: Port A Port I	Airport Address: 37600 Sky Canyon Dr, Murrieta, CA 92562

**The sale is subject to the following conditions and representations:**

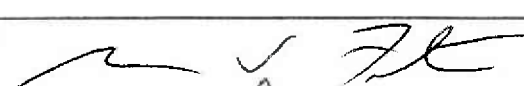
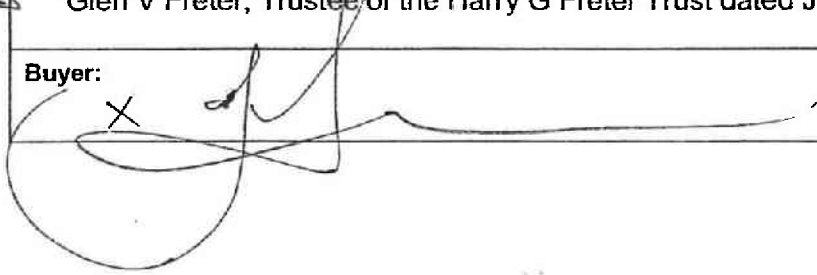
Seller agrees to work with the French Valley Airport Authority and Buyer to transfer the underlying lease for Hanger #26 to Buyer.

Buyer and Seller acknowledge that Hanger #26 is currently rented by Buyer and that upon execution of this agreement the rental relationship will be terminated.

Buyer understands and agrees that personal property taxes due for any period post December 31, 2015 will be the responsibility of Buyer.

Seller warrants to Buyer that Seller has good and marketable title to said hanger, full authority to sell and transfer said hanger, and that said hanger is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Seller has no knowledge of any hidden defects in and to the hanger, and believes to the best of the Seller's knowledge that the hanger being sold is in good condition. Said hanger is otherwise sold in "as is" condition and where currently located.

Date signed:	12-28-15
Seller:	
	Glen V Freter, Trustee of the Harry G Freter Trust dated July 1, 1994
Buyer:	

**ATTACHMENT C**

Consent to Assignment of Lease

Port-a-Port Space No. 26

(Behind this Page)

## CONSENT TO ASSIGNMENT OF LEASE

Glen V. Freter, Trustee of the Harry G. Freter Trust, dated July 1, 1994 (Harry G. Freter, deceased), (as "Assignor") and Joseph Fan, an individual (as "Assignee") executed that certain Assignment dated January 6, 2016 ("Assignment"), whereby Assignor transferred and assigned to Assignee all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Lease (Port-a-Port T-Hangar for Aircraft Storage) executed by the County of Riverside, a political subdivision of the State of California ("County") dated December 18, 1990, as amended by that certain First Amendment to Lease French Valley Airport executed by the County (as lessor) and Harry G. Freter (as lessee) dated September 14, 2004 (collectively, the "Lease"). The Lease pertains to that certain real property located within French Valley Airport located in Murrieta, California and consists of approximately 1,092 square feet of land identified as Port-a-Port Space No. 26, as more particularly depicted in Exhibit A to the Lease.

In reliance upon the assumption by Assignee of all Rights and Obligations under the Lease pursuant to the Assignment, the County does hereby ratify and consent to the assignment of the Rights and Obligations by Assignor to Assignee and Assignee's assumption thereof. Consent hereof by the County shall not be construed to relieve or release Assignor from its duty to comply with any obligations under the lease.

Date: \_\_\_\_\_

LESSOR  
COUNTY OF RIVERSIDE

By: \_\_\_\_\_

John J. Benoit, Chairman  
Board of Supervisors

ATTEST:  
KECIA IHEM-HARPER  
Clerk of the Board

APPROVED AS TO FORM  
GREGORY P. PRIAMOS, County Counsel

By: \_\_\_\_\_  
Deputy

By:   
Jhaila R. Brown  
Deputy County Counsel

(SEAL)

**ATTACHMENT D**

Assignment of Lease


Port-a-Port Space No. 26

(Behind this Page)

## **ASSIGNMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Glen V. Freter, Trustee of the Harry G. Freter Trust dated July 1, 1994 (Harry G. Freter, deceased) hereby transfers and assigns to Joseph Fan, all rights, title and interest of the undersigned under that certain Lease between the County of Riverside and Harry Freter dated December 19, 1990, and as amended September 14, 2004, pertaining to the premises described as 1,092 Square Feet of land known as Port-a-Port Space No. 26 at French Valley Airport, County of Riverside, State of California, said Lease is attached as Exhibit "A". The execution of this Assignment and the transfer of all rights, title and interest herein are contingent upon the acceptance and approval by the Riverside County Board of Supervisors.

Dated: 1/4/16

By:   
Glen V. Freter, Trustee of the  
Harry G. Freter Trust dated July 1, 1994  
(Harry G. Freter, deceased)

## **ACCEPTANCE AND AGREEMENT**

The undersigned, Joseph Fan, named in the foregoing Assignment, hereby accepts said Assignment and hereby agrees to keep, perform and be bound by all of the terms, covenants and conditions in said Lease on the part of the Lessee therein to be kept and performed to all intents and purposes as though the undersigned Assignee was the original Lessee there under.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph Fan

## **ASSIGNMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Glen V. Freter, Trustee of the Harry G. Freter Trust dated July 1, 1994 (Harry G. Freter, deceased) hereby transfers and assigns to Joseph Fan, all rights, title and interest of the undersigned under that certain Lease between the County of Riverside and Harry Freter dated December 19, 1990, and as amended September 14, 2004, pertaining to the premises described as 1,092 Square Feet of land known as Port-a-Port Space No. 26 at French Valley Airport, County of Riverside, State of California, said Lease is attached as Exhibit "A". The execution of this Assignment and the transfer of all rights, title and interest herein are contingent upon the acceptance and approval by the Riverside County Board of Supervisors.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Glen V. Freter, Trustee of the  
Harry G. Freter Trust dated July 1, 1994  
(Harry G. Freter, deceased)

## **ACCEPTANCE AND AGREEMENT**

The undersigned, Joseph Fan, named in the foregoing Assignment, hereby accepts said Assignment and hereby agrees to keep, perform and be bound by all of the terms, covenants and conditions in said Lease on the part of the Lessee therein to be kept and performed to all intents and purposes as though the undersigned Assignee was the original Lessee there under.

Dated: 1/6/16

By:   
\_\_\_\_\_  
Joseph Fan

**ATTACHMENT E**

Lease

Port-a-Port Space No. 26

(Behind this Page)

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PP# 26  
924



FROM: Economic Development Agency

SUBMITTAL DATE:  
July 23, 2004

SUBJECT: First Amendment to Lease between the County of Riverside and various Port-A-Port Owners at French Valley Airport, Third District

RECOMMENDED MOTION: That the Board of Supervisors: 1) Approve the First Amendments to Lease, and 2) Authorize the Chairman to execute the First Amendment to Lease for the following Leases at French Valley: (CONTINUED ON PAGE 2)

BACKGROUND: The Economic Development Agency has received First Amendments to Lease from Donald Besancon, William D. Blair, Thomas J. Bruther, Frank Davis, Jan DeJulio, Lowell W. Dexter, Joe Diorio, Harry Freter, Kathleen Hamilton, Douglas Jardine, Richard Kimball, Al Mackie, MDS Alarms and Aerotrack, Inc., PCH Ruby, Inc., Remy Madiaraga, Eion McDowell, James L. Neeley, Earl Phillips, Verne Poole and Kristine Poole, Phil Roy, Kenneth Rauton, Richard Weiner, Kathleen Wirtz.

The First Amendment to Lease extends the term of the Lease from December 31, 2010 to December 31, 2020, provides an option to extend the term for an additional ten years, imposes requirements for providing aircraft identification numbers, provides for the payment of a 10% penalty for delinquent rent, provides for adjusting rent by appraisal in the year 2010 and brings insurance requirements in compliance with current County standards. The Economic Development Agency's Aviation Division Staff recommends approval of the First Amendments to Lease. County Counsel has approved the documents as to form.

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Ports\PAP 1st AMD F11 jul 2304.doc

*Bradley J. Hudson*  
Bradley J. Hudson  
Assistant County Executive Officer/EDA

FINANCIAL  
DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	NA

SOURCE OF FUNDS: NA

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

FORM APPROVED  
COUNTY COUNSEL

County Executive Office Signature

*Rhonda King*

AUG 18 2004

*Andon V. Ubo*

Policy ☐ Policy ☒  
Consent ☐ Consent ☐  
Dept Record ☐ Per Exec Off ☐

Prev. Agn. Ref.: Dec 18, 1990 3.49

District: 3rc

Agenda Number:

3.18



(RECOMMENDED MOTION: CONTINUED)

(NOTE: The following leases were approved by the Riverside County Board of Supervisors on December 18, 1990.)

- 1) First Amendment to Lease between the County of Riverside and Plant Equipment, Incorporated, for 826 square feet of improved land at French Valley Airport commonly known as Space #01, Lessee Remy Madiaraga successor in interest to Plant Equipment, Incorporated.
- 2) First Amendment to Lease between the County of Riverside and John Gallagher for 826 square feet of improved land at French Valley Airport commonly known as Space #2, Lessee Richard Kimball successor in interest to John Gallagher.
- 3) First Amendment to Lease between the County of Riverside and Chuck Minert for 826 square feet of improved land at French Valley Airport commonly known as Space #03, Lessee MDS Alarms, a Sole Proprietorship and Aerotrack, Inc., a California corporation, successors in interest to Chuck Minert.
- 4) First Amendment to Lease between the County of Riverside and James L. Neeley for 1,092 square feet of land at French Valley Airport, County of Riverside, State of California and commonly known as space #4.
- 5) First Amendment to Lease between the County of Riverside and George Hugh Savord or Melanie J. Savord for 1,092 square feet of improved land at French Valley Airport commonly known as Space #05, Bart Phillips successor in interest to George Hugh Savord or Melanie J. Savord.
6. First Amendment to Lease between the County of Riverside and Gordon Hood approved for 1,092 square feet of improved land at French Valley Airport commonly known as Space #06, Richard Kimball successor in interest to Gordon Hood.
7. First Amendment to Lease between the County of Riverside and Ralph Daily for 1,092 square feet of improved land at French Valley Airport commonly known as Space #07, Joe Diorio successor in interest to Ralph Daily.
8. First Amendment to Lease between the County of Riverside and Reising Enterprises, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport commonly known as Space #8, Thomas J. Bruther successor in interest to Reising Enterprises, Inc.
9. First Amendment to Lease between the County of Riverside and Raymond Polizzi, for 1,092 square feet of improved land at French Valley Airport commonly known as Space #09, Richard Weiner successor in interest to Raymond Polizzi.
10. First Amendment to Lease between the County of Riverside and Al Harriman for 1,092 square feet of improved land at French Valley Airport commonly known as Space #10, Donald Besancon successor in interest to Al Harriman.
11. First Amendment to Lease between the County of Riverside and P.C.H. Ruby, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport, commonly known as space #11.
12. First Amendment to Lease between the County of Riverside and James L. Neeley, for 1,092 square feet of land commonly known as space #12.
13. First Amendment to Lease between the County of Riverside and P.C.H. Ruby, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport, commonly known as space #13.

First Amendment to Lease

County of Riverside and Various Port-A-Port Owners at French Valley Airport

Page 3 of 4

July 23, 2004

14. First Amendment to Lease between the County of Riverside and Del Sol Corporation for 1,092 square feet of improved land at French Valley Airport commonly known as Space # 14, Al Mackie successor in interest to Del Sol Corporation.
15. First Amendment to Lease between the County of Riverside and Frank Davis for 1,092 square feet of land at French Valley Airport commonly known as space # 15.
16. First Amendment to Lease between the County of Riverside and John Merry and Catherine Merry for 1,092 square feet of improved land at French Valley Airport commonly known as Space # 16, Kenneth Rauton successor in interest to John Merry and Catherine Merry.
17. First Amendment to Lease between the County of Riverside and Chuck Minert for 1,092 square feet of improved land at French Valley Airport commonly known as Space #17, Joe Diorio successor in interest to Chuck Minert.
18. First Amendment to Lease between the County of Riverside and William R. Hasvold for 1,092 square feet of improved land at French Valley Airport commonly known as Space #18, Jan De Julio successor in interest to William R. Hasvold.
19. First Amendment to Lease between the County of Riverside and Donald Chapton for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #19, Verne Poole and Kristine Poole successors in interest to Donald Chapton.
20. First Amendment to Lease between the County of Riverside and Lowell W. Dexter for 1,092 square feet of land at French Valley Airport, commonly known as space #20.
21. First Amendment to Lease between the County of Riverside and Lowell W. Dexter for 1,092 square feet of land at French Valley Airport, commonly known as space #21.
22. First Amendment to Lease between the County of Riverside and Douglas Kulberg for 1,089 square feet of improved land at French Valley Airport, commonly known as Space #22, P.C.H. Ruby, Inc. successor in interest to Douglas Kulberg.
23. First Amendment to Lease between the County of Riverside and Douglas Kulberg for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #23, Al Mackie successor in interest to Douglas Kulberg.
24. First Amendment to Lease between the County of Riverside and Harold Wertz for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #24, Kathleen Wertz successor in interest to Harold Wertz.
25. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #25.
26. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #26.
27. First Amendment to Lease between the County of Riverside and Kelly O'Neil for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #27, Kathleen Hamilton successor in interest to Kelly O'Neil.

28. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #28.
29. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #29.
30. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #30.
31. First Amendment to Lease between the County of Riverside and Harry Fretter for 1,549 square feet of improved land at French Valley Airport, commonly known as Space # 31, Douglas Jardine successor in interest to Harry Fretter.
32. First Amendment to Lease between the County of Riverside and Harry Fretter for 1,544 square feet of improved land at French Valley Airport commonly known as Space # 32, Jan De Julio successor in interest to Harry Fretter.
33. First Amendment to Lease between the County of Riverside and Bill Durenberger for 1,439 square feet of improved land at French Valley Airport, commonly known as Space # 33, Richard Kimball successor in interest to Bill Durenberger.
34. First Amendment to Lease between the County of Riverside and Plant Equipment, Incorporated for 2,060 square feet of improved land at French Valley Airport, commonly known as Space # 34, Phii Roy successor in interest to Plant Equipment, Incorporated.
35. First Amendment to Lease between the County of Riverside and William D. Blair for 826 square feet of land at French Valley Airport, commonly known as Space #35.
36. First Amendment to Lease between the County of Riverside and Eion McDowell for 1,092 square feet of land at French Valley Airport, commonly known as Space #36.

FIRST AMENDMENT TO LEASE  
FRENCH VALLEY AIRPORT

The COUNTY OF RIVERSIDE, herein called County, and Harry Freter, herein called Lessee, hereby agree to amend the Lease between the County of Riverside and Harry Freter approved by the Board of Supervisors of the County of Riverside on December 18, 1990 for 1,092 square feet of land, commonly known as Space #26, at French Valley Airport, County of Riverside, State of California, attached hereto as Exhibit A as follows:

1. Page 1, paragraph 2 add the following after the last sentence:

No other use will be permitted without first obtaining written permission from County. The aircraft to be stored in the Premises is described as follows:

Model: No AIRCRAFT

Identification Number: \_\_\_\_\_

Should the aircraft stored in the hangar be replaced with another aircraft owned by Lessee or with a Sublessee's aircraft, Lessee agrees to notify County within ten (10) days and supply County with the Make, Model and Identification number of the replacement aircraft. In addition, Lessee shall provide, or shall cause Sublessee to provide, all required Certificates of Insurance, endorsements and any other documentation required herein with respect to the replacement aircraft being stored in the hangar.

2. Page 1, paragraph 3. Term, subparagraph (a) line 14, the termination date shall be changed to December 31, 2020.

3. Page 1, paragraph 3. Term, after subparagraph (b) add the following subparagraph (c):

(c) Lessee shall have the option to extend the term of this Lease for an additional period of ten (10) years on the same terms and conditions, except that the basic monthly rent on July 1, 2030 shall be adjusted in the same manner as

FIRST AMENDMENT TO LEASE  
FRENCH VALLEY AIRPORT

The COUNTY OF RIVERSIDE, herein called County, and Harry Freter, herein called Lessee, hereby agree to amend the Lease between the County of Riverside and Harry Freter approved by the Board of Supervisors of the County of Riverside on December 18, 1990 for 1,092 square feet of land, commonly known as Space #25, at French Valley Airport, County of Riverside, State of California, attached hereto as Exhibit A as follows:

1. Page 1, paragraph 2 add the following after the last sentence:

No other use will be permitted without first obtaining written permission from County. The aircraft to be stored in the Premises is described as follows:

Model: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Should the aircraft stored in the hangar be replaced with another aircraft owned by Lessee or with a Sublessee's aircraft, Lessee agrees to notify County within ten (10) days and supply County with the Make, Model and Identification number of the replacement aircraft. In addition, Lessee shall provide, or shall cause Sublessee to provide, all required Certificates of Insurance, endorsements and any other documentation required herein with respect to the replacement aircraft being stored in the hangar.

2. Page 1, paragraph 3. Term, subparagraph (a) line 14, the termination date shall be changed to December 31, 2020.

3. Page 1, paragraph 3. Term, after subparagraph (b) add the following subparagraph (c):

(c) Lessee shall have the option to extend the term of this Lease for an additional period of ten (10) years on the same terms and conditions, except that the basic monthly rent on July 1, 2030 shall be adjusted in the same manner as

provided for in paragraph 6 below (except that the 25% limit on the increase in fair market value rent in the initial term of the Lease shall not apply to the option period) commencing at the end of the initial term, provided that Lessee, at the time of exercising the option, is in full compliance with the terms of this Lease. Lessee shall notify County in writing of its intention to exercise the option to extend the term of the Lease not more than six (6) months, or less than three (3) months, from the expiration date of the initial term. Should Lessee fail to remain in compliance with the terms and conditions of this Lease during the period after exercising the option and prior to the end of the initial term, the option to extend will become void.

4. Page 1 paragraph 4. Basic Rent, subparagraph (a), line 20, the amount of rent, shall be changed to read one hundred one and <sup>82/100</sup> dollars (\$101.82) per month, which is the current basic monthly rent being paid by Lessee.

5. Page 1, paragraph 4. Basic Rent, subparagraph (b) shall be deleted and the following subparagraph (b) substituted:

(b) The basic monthly rent is due and payable on or before the first day of the appropriate month during the term of this Lease agreement and shall be considered delinquent, if not paid by the 15<sup>th</sup> of the month. If the monthly rent becomes delinquent, Lessee will be charged a late fee equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for each month that rent is delinquent.

6. Page 1, paragraph 5. Basic Rental Adjustment shall be deleted in its entirety and in its place the following shall be inserted:

5. Basic Rental Adjustment

(a) Beginning July 1, 2004 and on every July 1<sup>st</sup> thereafter during the term of this Lease and any extension thereof, except for the year 2010 as provided for in 5 (b) below, the basic monthly rent specified in paragraph 4 shall be increased by the same percentage as the increase in the Consumer



Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County Area, All Items, for the twelve (12) month period ending three (3) months prior to July 1, 2004. Nothing herein shall be deemed to provide for any reduction in the amount of the basic monthly rent from the previous year.

(b) On July 1, 2010, the basic monthly rent shall be one-twelfth (1/12) of eight percent (8%) of the appraised fair market value of the premises leased, exclusive of improvements. A property appraisal for this purpose is to be performed by an independent certified appraiser, procured by County, knowledgeable in aviation appraising and in good standing with the American Institute of Real Estate Appraisers. Once established, said rent shall be adjusted annually in the manner set forth in Paragraph 5(a) above. Nothing herein shall be deemed to provide for any reduction in, or for an increase greater than 25%, of the basic monthly rent of the previous year.

7. Page 2, paragraph 6 Improvements. Add subparagraph (c) as follows:

(c) Relocating the Hangar: Lessee shall advise County in writing prior to any relocation of the hangar. Lessee agrees that no relocation shall occur unless the County agrees, in writing, to the method, scheduling and route of hangar movement prior to move. Such Agreement by the County to Lessee relocating the hangar will not be unreasonable withheld. If Lessee is to use an outside relocation service, such service must meet the County's insurance requirements and provide evidence of their insurance prior to coming onto the airport premises.

8. Page 3, paragraph 8 Ingress and Egress. Add the following sentence:

Lessee shall comply with all Airport security policies and procedures when entering or leaving the Airport premises.

9. Page 4, paragraph 15. Termination By Lessee, delete this paragraph in its entirety.

///

1 10. Page 5, paragraph 18. Insurance shall be deleted and replaced by the following:

2 18. Insurance. Lessee shall procure and maintain or cause to be  
3 maintained, at its sole cost and expense, the following insurance coverages  
4 during the term of this Lease. The procurement and maintenance of insurance  
5 required below will not diminish or limit Lessee's obligation to indemnify or hold  
6 the County harmless.

7 (a) Workers' Compensation: If Lessee has employees as defined  
8 by the State of California, Lessee shall maintain Workers' Compensation  
9 Insurance (Coverage A) as prescribed by the laws of the State of California.  
10 Policy shall include Employers' Liability (Coverage B) including Occupational  
11 Disease with limits not less than \$1,000,000 per person per accident. Policy  
12 shall be endorsed to waive subrogation in favor of the County of Riverside.  
13 Lessee shall require Sublessees to meet this insurance requirement and  
14 provide County with evidence of coverage and required endorsements.  
15 Sublessee shall provide an endorsement to waive subrogation in favor of the  
16 Lessee and the County of Riverside.

17 If Lessee or Sublessees do not have employees, they will provide  
18 County with a written statement to that effect.

19 (b) Airport General Liability: If Lessee does not have Premises  
20 Liability included within their Aircraft Liability coverage, or, Lessee does not  
21 have Premises Liability coverage under the Port A Port Owners Association's  
22 insurance program, then Lessee shall maintain Airport General Liability  
23 insurance coverage, including but not limited to, premises liability, and  
24 contractual liability, covering claims or occurrences which may arise from or out  
25 of Lessee's performance of its obligations hereunder. Policy shall name all  
26 Agencies, Districts, Special Districts, and Departments of the County of  
27 Riverside, its respective directors, officers, Board of Supervisors, employees,  
28 elected or appointed officials, agents or representatives as Additional Insureds.



1 Policy's limit of liability shall not be less than \$1,000,000 per occurrence and in  
2 the aggregate if applicable.

3 If Lessee subleases one or more hangars, Lessee shall either:

4 (1) Require each Sublessee to maintain Airport General Liability  
5 or the Port A Port Owners Association's insurance program or maintain Aircraft  
6 Liability Insurance covering premises liability insurance. Such coverage shall  
7 name the Lessee and all Agencies, Districts, Special Districts, and  
8 Departments of the County of Riverside, its respective directors, officers, Board  
9 of Supervisors, employees, elected or appointed officials, agents or  
10 representatives as Additional Insureds. Lessee shall provide County with  
11 evidence of coverage and all required endorsements for each tenant; or,

12 (2) Acquire Airport General Liability Insurance that includes  
13 coverage for Contingent Liability and provide County with evidence of coverage  
14 and all required endorsements.

15 (c) Vehicle Liability: If Lessee's vehicles or mobile equipment enter the  
16 operating area of the French Valley Airport, then Lessee shall maintain liability  
17 insurance for all owned, non-owned or hired vehicles used in an amount not less  
18 than \$1,000,000 per occurrence combined single limit. Policy shall name all  
19 Agencies, Districts, Special Districts, and Departments of the County of  
20 Riverside, its respective directors, officers, Board of Supervisors, employees,  
21 elected or appointed officials, agents or representatives as Additional Insureds.

22 If Lessee subleases hangars, Lessee shall require its Sublessees to  
23 provide Vehicle Liability Insurance, as specified above, and provide County with  
24 evidence of coverage and all required endorsements. Sublessees shall name  
25 Lessee and County as additional insureds in accordance to the requirements  
26 contained herein.

27 (d) Aircraft Liability Insurance. Lessee shall provide Aircraft  
28 Liability insurance for all owned and non-owned aircraft operated by the Lessee

1 in an amount not less than \$1,000,000.00 combined single limit per occurrence  
2 for bodily injury, including death, and property damage and coverage shall  
3 include, but is not limited to, premises liability. The policy will be endorsed to  
4 include all Agencies, Districts, Special Districts, and Departments of the County  
5 of Riverside, their respective directors, officers, Board of Supervisors,  
6 employees, elected or appointed officials, agents or representative as  
7 Additional Insureds. If Lessee maintains premises liability coverage under a  
8 separate policy, which provides coverage for exposures arising from this Lease,  
9 Lessee is not required to maintain premises liability within the Aircraft Liability  
10 coverage.

11 Lessee shall require Sublessees to meet this insurance  
12 requirement and provide County with evidence of coverage and required  
13 endorsements.

14 (e) General Insurance Provisions – All lines:

15 (1) Any insurance carrier providing insurance coverage  
16 hereunder shall be admitted to the State of California and have an AM BEST  
17 rating of not less than A: VIII (A:8), unless such requirements are waived in  
18 writing by the County Risk Manager. If the County's Risk Manager waives a  
19 requirement for a particular insurer, such waiver is only valid for that specific  
20 insurer and only for one policy term.

21 (2) The Lessee's insurance carrier(s) must declare its  
22 insurance deductibles or self-insured retentions. If such deductibles or self-  
23 insured retentions exceed \$50,000 per occurrence such deductibles and/or  
24 retentions shall have the prior written consent of the County Risk Manager  
25 before the commencement of operations under this Agreement. Upon  
26 notification of deductibles or self insured retention's unacceptable to the County,  
27 and at the election of the County's Risk Manager, Lessee's carriers shall either;  
28 1) reduce or eliminate such deductibles or self-insured retention's as respects

1 this Agreement with the County, or 2) procure a bond which guarantees  
2 payment of losses and related investigations, claims administration, and defense  
3 costs and expenses.

4 (3) Lessee shall cause its insurance carrier to furnish the  
5 County of Riverside with either 1) a properly executed original Certificate of  
6 Insurance and certified original copies of Endorsements effecting coverage as  
7 required herein, and 2) if requested to do so in writing by the County Risk  
8 Manager, provide original Certified copies of policies including all Endorsements  
9 and all attachments thereto, showing such insurance is in full force and effect.  
10 Further, said Certificate(s) and policies of insurance shall contain the covenant  
11 of the insurance carrier(s) that thirty (30) days written notice shall be given to the  
12 County of Riverside prior to any cancellation, expiration or reduction in coverage  
13 of such insurance. In the event of a, cancellation, expiration, or reduction in  
14 coverage, this Agreement shall terminate forthwith, unless the County of  
15 Riverside receives, prior to such effective date, another properly executed  
16 original Certificate of Insurance and original copies of endorsements or certified  
17 original policies, including all endorsements and attachments thereto evidencing  
18 coverage's set forth herein and the insurance required herein is in full force and  
19 effect.

20 Lessee shall not commence operations under this Lease until the County  
21 has been furnished original Certificate(s) of insurance and certified original  
22 copies of endorsements and, if requested, certified original policies of Insurance  
23 including all endorsements and any and all other attachments as required in this  
24 Section. An individual authorized by the insurance carrier to do so on its behalf  
25 shall sign the original endorsements for each policy and the Certificate of  
26 Insurance.

27 (4) It is understood and agreed to by the parties hereto and the  
28 insurance company(s), that the Certificate(s) of Insurance and policies shall so

1 covenant and shall be construed as primary insurance, and the County's  
2 insurance and/or deductibles and/or self-insured retention's or self-insured  
3 programs shall not be construed as contributory.

4 (5) County's Reserved Rights – Insurance: County reserves  
5 the right to adjust the limits of insurance coverage as required in Paragraph 18  
6 herein every fifth year during the term of this Lease provided, however that any  
7 adjustment herein shall not increase the monetary limits of insurance for the  
8 preceding five (5) years in excess of fifty percent (50%). The foregoing  
9 notwithstanding any adjustments to the monetary limits in the year 2005 will not  
10 exceed twenty five percent (25%). Lessee shall notify County and County shall  
11 notify Lessee of any claim made by a third party or any incident or event that  
12 may give rise to a claim arising from this Lease.

13 11. Page 6, paragraph 20. Hold Harmless, subparagraph (b), delete and replace with  
14 following:

15 (b) Lessee shall indemnify and hold harmless all Agencies, Districts,  
16 Special Districts and Departments of the County of Riverside, its respective  
17 directors, officers, Board of Supervisors, elected and appointed officials,  
18 employees, agents and representatives from any liability whatsoever based or  
19 asserted upon any services, or activities of Lessee, its officers, employees,  
20 subcontractors, agents or representatives, if any, arising out of or in any way  
21 relating to this Agreement, including but not limited to property damage, bodily  
22 injury, or death, or any other element of any kind or nature whatsoever, or  
23 resulting from any reason whatsoever arising out of or from the performance of  
24 Lessee, its officers, agents, employees, subcontractors, sublessees, agents or  
25 representatives from this Agreement.

26 Lessee shall defend at its sole cost and expense, all costs and  
27 fees including but not limited to attorney fees, cost of investigation, defense and  
28 settlements or awards of all Agencies, Districts, Special Districts and

1 Departments of the County of Riverside - its directors, officers, Board of  
2 Supervisors, elected and appointed officials, employees agents and  
3 representatives in any claim or action based upon such alleged acts or  
4 omissions.

5 With respect to any action or claim, Lessee shall at its sole cost  
6 and expense have the right to use counsel of its own choice and shall have the  
7 right to adjust, settle, or compromise any such action or claim without the prior  
8 consent of County provided, however, that any such adjustment, settlement or  
9 compromise in no manner whatsoever limits or circumscribes Lessee's  
10 indemnification to County as set forth herein. Lessee's obligation hereunder  
11 shall be satisfied when Lessee has provided to County the appropriate form of  
12 dismissal relieving County from any liability for the action or claim involved.

13 The specified insurance limits required in this Agreement shall in  
14 no way limit or circumscribe Lessee's obligations to indemnify and hold  
15 harmless the County herein from third party claims.

16 (c) Aircraft Hull - Hold Harmless; Lessee hereby accepts  
17 responsibility for any physical loss or damage to owned or non-owned aircraft in  
18 Lessee's care, custody, or control while aircraft is upon or about the Airport  
19 premises; and, Lessee agrees to hold harmless the County for any loss or  
20 damage, regardless of the cause for such loss or damage, to owned or non-  
21 owned aircraft and to any associated aircraft property, including, but not limited  
22 to, aircraft, its contents, equipment and spare parts.

23 (d) Sublessee Requirements. If Lessee subleases hangars, Lessee  
24 shall pass down to each Sublessee the indemnification requirements contained  
25 herein requiring the Sublessee to indemnify both the Lessee and the County as  
26 required in paragraph 20 of the Lease as amended herein.

27 12. All other provisions of the Lease, not otherwise affected by this Amendment, shall  
28 remain the same.

1 13. Construction of Amendment: The parties hereto negotiated this First Amendment  
2 at arms length and with the advice of their respective attorneys, and no provisions  
3 contained herein shall be construed against County solely because it prepared this  
4 First Amendment in its executed form.

5  
6 Date: \_\_\_\_\_

LESSEE

Harry Freter

7  
8  
9 By: \_\_\_\_\_

By: Harry Freter

10  
11 Date: SEP 14 2004

LESSOR

COUNTY OF RIVERSIDE

12  
13  
14 By: Joy Wilson

Chairman, Board of Supervisors

15  
16 ATTEST:

FORM APPROVED

17 NANCY ROMERO, Clerk of the Board

WILLIAM C. KATZENSTEIN, County Counsel

18  
19 By: Corinne Delf

Deputy

By: Gordon V. Woo

8/17/04  
Deputy

20  
21 (SEAL)

22 EXHIBIT A: Lease

23 R:\Shared\EDCOM\AIRPORTS\FRVALLEY\Port A Ports\FIRST AMENDMENTS\PAP #26 Freter 1st AMD mar 2504.DOC

ASSIGNMENT

I, HARRY G. FRETER, hereby convey, assign and transfer all my right, title and interest in and to all of my seven (7) aircraft hangers located at Murietta, California, to HARRY G. FRETER, Trustee, U.T.D. July 1, 1994.

EXECUTED at San Diego, California, on May 1, 1996.

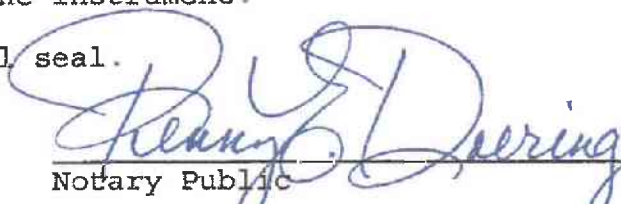
  
HARRY G. FRETER

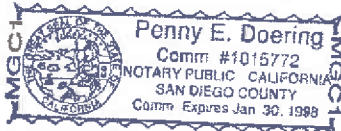
STATE OF CALIFORNIA   )  
                                  ) S.S.  
COUNTY OF SAN DIEGO   )

On May 1, 1996, before me, Penny E. Doering, a Notary Public in and for said County and State, personally appeared HARRY G. FRETER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(S E A L)

  
Notary Public



LEASE  
(Port-a-Port T-Hangar for Aircraft Storage)

The COUNTY OF RIVERSIDE, herein called County, leases to Harry Froter, herein called Lessee, the property described below upon the following terms and conditions:

1. Description. The premises leased hereby are located within French Valley Airport, Murrieta, California and consist of approximately 1092 square feet of land identified as Space No. 26, as more particularly shown on Exhibit "A", attached hereto and by this reference made a part of this lease.

2. Use. The premises are leased hereby for the purpose of installing and maintaining a Port-a-Port T-Hangar therein for aircraft storage and aircraft supporting equipment in connection therein.

3. Term.

(a) The term of this lease shall be for a period commencing December 1, 1990, and terminating December 31, 2000, subject to the provisions contained in Paragraphs 14 and 15 herein.

(b) Any holding over by Lessee after the expiration of this lease shall be on a day-to-day basis strictly, and continuing tenancy rights shall not accrue to Lessee.

4. Basic Rent.

(a) Lessee shall pay to County the sum of \$ 174.00 per month as basic rent for the leased premises, payable, in advance, on the 1<sup>st</sup> day of the month.

(b) In the event Lessee fails, or refuses, to make his monthly rental payment in the amount and on the date as required in Paragraph 4(a) herein, Lessee shall pay to County an additional amount of \$ 10.00 as an administrative charge, which charge represents a minimal cost incurred by County by virtue of such failure or refusal.

5. Basic Rental Adjustment.

(a) The basic monthly rent shall be adjusted every year during the term of this lease in the following manner:

(1) Divide the Consumer Price Index for the month of January, 1991, into the Consumer Price Index



1 for the month of January immediately preceding the  
2 anniversary in which the basic monthly rent is to be  
adjusted.

3 (2) Multiply the quotient obtained in  
4 Paragraph 5 (a)(1) above by the basic monthly rent.

5 (3) The result of such multiplication obtained  
6 in Paragraph 5 (a)(2) above shall be the monthly rent for  
the succeeding year.

7 The Consumer Price Index referred to herein is the  
8 All Urban Consumers (U.S. City Average) published monthly by the  
9 U.S. Bureau of Labor Statistics. The Consumer Price Index for the  
10 month of January, 1991, is \_\_\_\_\_. If the Consumer Price  
Index is discontinued or revised during the term of this lease,  
such other government index or computation with which it is  
replaced shall be used in order to obtain substantially the same  
result as would be obtained if the index had not been discontinued.

11 In no event, however, shall the monthly rent be less  
12 than the basic monthly rent set forth in Paragraph 4 herein.

13 6. Improvements.

14 (a) Lessee shall have the right to place or install  
15 a Port-a-Port T-Hangar upon the leased premises. No other  
16 alterations, improvements or installations of fixtures of any  
17 kind whatsoever shall be undertaken by Lessee, unless Lessee has  
18 first obtained written approval therefor from County's Managing  
19 Director of its Economic Development Agency. Lessee understands  
and agree that such improvements, alterations and installations of  
fixtures may be subject to County Ordinance Nos. 348 and 457, as  
well as other applicable County Ordinances, and that Lessee shall  
fully comply with such ordinances prior to the commencement of any  
construction in connection therewith.

20 (b) All alterations and improvements made, and  
21 fixtures installed, by Lessee on or upon the leased premises in  
22 accordance with the provisions of Paragraph 6(a) herein shall  
23 remain the property of Lessee, provided however, that Lessee  
24 removes, at his expense, such alterations, improvements and  
25 fixtures at or prior to the expiration of this lease and restores  
26 the leased premises to their original shape and condition as  
27 nearly as practicable. In the event any such alterations,  
28 improvements and fixtures are not so removed, County may, at its  
election, either, (1) remove and store such alterations,  
improvements and fixtures and restore the premises for the account  
of Lessee, in such event Lessee shall, within 30 days after  
billing and accounting therefore, reimburse County for the costs  
so incurred or (2) take and hold such alterations, improvements  
and fixtures as its sole property for no further consideration of  
any kind, and Lessee shall execute any documents that may be  
required or necessitated conveying Lessee's interest in such  
alterations, improvements and fixtures to County.

1                   7.   Restrictions.

2                   (a) Lessee shall not use the leased premises or  
3 store any personal property therein or thereon, for the purpose of  
4 conducting any activity upon or within the French Valley Airport  
5 premises for which any form of remuneration is expected or  
6 received unless such activity is permitted under a separate  
7 agreement or lease between County and Lessee.

8                   (b) Lessee shall not fuel or defuel an aircraft  
9 inside or upon the leased premises or within 25 feet of any  
10 hangar. Lessee shall not store any highly volatile materials  
11 including, but not limited to, paint products and aviation fuels,  
12 within or outside of the leased premises; provided, however, that  
13 Lessee may store fuel in his aircraft's fuel tanks.

14                  8.   Ingress and Egress. Lessee shall be permitted  
15 ingress and egress to and from the leased premises through  
16 established gates and/or over such routes as are designated by  
17 County's Managing Director of its Economic Development Agency.

18                  9.   Utilities. County shall provide, or cause to be  
19 provided all water and electrical services as may be required in  
20 the use of the leased premises; provided, however that Lessee  
21 shall pay to County for all such electrical service, upon  
22 accounting and billing therefor by County to Lessee. Lessee shall  
23 provide and pay for all other utility services that it may require  
24 or desire in his use of the leased premises.

25                  10. Maintenance. Lessee shall maintain the leased  
26 premises in a neat, safe, orderly and attractive manner during the  
27 term of this lease. Lessee shall deposit all waste, rubbish and  
28 debris in receptacles provided by County in the vicinity of the  
Port-a-Port T-Hangars; provided, however, that crank case  
drainages and other liquids shall be removed from the airport  
premises.

1                  11. Inspection of Premises. County, through its duly  
2 authorized agents, shall have, at any time during normal business  
3 hours, the right to enter the leased premises for the purpose of  
4 inspecting, monitoring and evaluating the obligations of Lessee  
5 hereunder and for the purpose of doing any and all things which it  
6 is obligated and has a right to do under this lease.

7                  12. Quiet Enjoyment. Lessee shall have, hold and  
8 quietly enjoy the use of the leased premises so long as he  
9 shall fully and faithfully perform the terms and conditions  
10 that he is required to do under this lease.

11                  13. Compliance with Government Regulations. Lessee  
12 shall, at Lessee's sole cost and expense, comply with the  
13 requirements of all local, state and federal statutes,  
14 regulations, rules, ordinances and orders now in force or which  
15 may be hereafter in force, pertaining to the leased premises. The  
16 final judgment, decree or order of any Court of competent

1 jurisdiction, or the admission of Lessee in any action or  
2 proceedings against Lessee, whether Lessee be a party thereto or  
3 not, that Lessee has violated any such statutes, regulations,  
rules, ordinances, or orders, in the use of the leased premises,  
shall be conclusive of that fact as between County and Lessee.

4 14. Termination by County. County shall have the right  
5 to terminate this lease forthwith:

6 (a) In the event a petition is filed for voluntary  
7 or involuntary bankruptcy for the adjudication of Lessee as a  
debtor.

8 (b) In the event that Lessee makes a general  
9 assignment, or Lessee's interest hereunder is assigned  
involuntarily or by operation of law, for the benefit of creditors.

10 (c) In the event of abandonment of the leased  
premises by Lessee.

11 (d) In the event Lessee fails or refuses to  
12 perform, keep or observe any of Lessee's duties or obligations  
hereunder except his rental obligations; provided, however,  
13 that Lessee shall have fifteen (15) days in which to correct  
Lessee's breach or default after written notice thereof has been  
14 served on Lessee by County.

15 (e) In the event Lessee fails, or refuses, to  
16 meet his rental obligations, or any of them, hereunder or as  
otherwise provided by law.

17 15. Termination by Lessee.

18 (a) Lessee shall have the right to terminate this  
lease subject to thirty (30) days written notice thereof to County.

19 16. Eminent Domain. If any portion of the leased  
20 premises shall be taken by eminent domain and a portion thereof  
remains which is usable by Lessee for the purpose set forth in  
21 Paragraph 2 herein, this lease shall, as to the part taken,  
terminate as of the date title shall vest in the condemnor, or  
22 the date prejudgment possession is obtained through a court of  
competent jurisdiction, whichever is earlier, and the rent payable  
23 hereunder shall abate pro rata as to the part taken; provided,  
however, in such event County reserves the right to terminate this  
24 lease as of the date when title to the part taken vests in the  
condemnor or as of such date of prejudgment possession. If all of  
25 the leased premises are taken by eminent domain, or such part is  
taken so that the leased premises are rendered unusable for the  
26 purposes set forth in Paragraph 2 herein, this lease shall  
terminate. If a part or all of the leased premises be so taken,  
27 the compensation awarded upon such taking shall be paid to the  
parties hereto in accordance with the values attributable to their  
28 respective interests in such eminent domain proceedings.



1 17. Continuation of Lease After Abandonment. Even  
2 though Lessee has abandoned the leased premises, this lease shall  
3 continue in effect for so long as County does not terminate  
4 Lessee's right to possession, and County may enforce all of its  
5 rights and remedies under this lease, including, but not limited  
6 to, the right to recover rent as it becomes due hereunder. For  
the purposes of this Paragraph 17, acts of maintenance or  
preservation or efforts by County to relet the premises, or the  
appointment of a receiver or initiative of County to protect its  
interest under this lease do not constitute a termination of  
Lessee's right to possession.

7 18. Insurance. Lessee shall during the term of this  
8 lease:

9 (a) Procure and maintain comprehensive general  
10 liability insurance coverage that shall protect Lessee from claims  
11 for damages for personal injury, including, but not limited to,  
12 accidental and wrongful death, as well as from claims for property  
13 damage, which may arise from Lessee's use of the leased premises  
14 or the performance of his obligations hereunder, whether such  
use or performance be by Lessee, by any subcontractor, or by  
anyone employed directly or indirectly by either of them. Such  
insurance shall name County as an additional  
insured with respect to this lease and the obligations of Lessee  
hereunder. Such insurance shall provide for limits of not less  
than \$500,000 per occurrence.

15 (b) Cause his insurance carriers to furnish  
16 County by direct mail with Certificate(s) of Insurance showing  
17 that such insurance is in full force and effect, and that County  
18 is named as an additional insured with respect to this lease and  
19 the obligations of Lessee hereunder. Further, said Certificate(s)  
20 shall contain the covenant of the insurance carrier(s) that thirty  
21 (30) days written notice shall be given to County prior to  
22 modification, cancellation or reduction in coverage of such  
23 insurance. In the event of any such modification, cancellation or  
reduction in coverage and on the effective date thereof, this  
lease shall terminate forthwith, unless County receives prior to  
such effective date another certificate from an insurance carrier  
of Lessee's choice that the insurance required herein is in full  
force and effect. Lessee shall not take possession or otherwise  
use the leased premises until County has been furnished  
certificate(s) of insurance as otherwise required in this  
Paragraph 18.

24 19. County's Reserved Rights - Insurance. County  
25 reserves the right to adjust the monetary limits of insurance  
26 coverage as required in Paragraph 18 herein every fifth year  
27 during the term of this lease; provided, however, that any  
adjustment herein shall not increase the monetary limits of  
insurance coverage for the preceding five (5) years in excess of  
twenty-five percent (25%) thereof.

28

1                   20. Hold Harmless.

2                   (a) Lessee represents that he has inspected the  
3 leased premises, accepts the condition thereof and fully assumes  
4 any and all risks incidental to the use thereof. County shall not  
5 be liable to Lessee, his agents, employees, subcontractors or  
6 independent contractors for any personal injury or property damage  
7 suffered by them which may result from hidden, latent or other  
8 dangerous conditions in, on, upon or within the leased premises;  
9 provided, however, that such dangerous conditions are not caused  
10 by the sole negligence of County, its officers, agents or  
11 employees.

12                   (b) Lessee shall indemnify and hold County, its  
13 officers, agents, employees and independent contractors free and  
14 harmless from any liability whatsoever, based or asserted upon any  
15 act or omission of Lessee, his agents, employees,  
16 subcontractors and independent contractors, for property damage,  
17 bodily injury, or death (Lessee's employees included) or any other  
18 element of damage of any kind or nature, relating to or in anywise  
19 connected with or arising from his use and responsibilities in  
20 connection therewith of the leased premises or the condition  
21 thereof, and Lessee shall defend, at his expense, including  
22 attorney fees, County, its officers, agents, employees and  
23 independent contractors in any legal action based upon such  
24 alleged acts or omissions.

25                   (c) The specified insurance limits required in  
26 Paragraph 18 herein shall in no way limit or circumscribe Lessee's  
27 obligations to indemnify and hold County free and harmless herein.

28                   21. Assignment.

1                   (a) Except as provided in Paragraph 21(b) below,  
2 Lessee cannot assign, sublet, mortgage, hypothecate or otherwise  
3 transfer in any manner any of its rights, duties or obligations  
4 hereunder to any person or entity without the written consent of  
5 County being first obtained.

6                   (b) Lessee may sublet the leased premises provided  
7 that such subletting: (1) is in writing, copy of which shall be  
8 forwarded to County upon execution thereof, (2) includes a  
9 provision therein subjecting the sublease(s) to the terms and  
10 conditions of this lease, and (3) shall be in a format previously  
11 approved by County.

12                   22. Toxic Materials. During the term of this lease and  
13 any extensions thereof, Lessee shall not violate any federal,  
14 state or local law, or ordinance or regulation, relating to  
15 industrial hygiene or to the environmental condition on, under or  
16 about the leased premises including, but not limited to, soil and  
17 ground water conditions. Further, Lessee, its successors, assigns  
18 and sublease, shall not use, generate, manufacture, produce, store  
19 or dispose of on, under or about the leased premises or transport  
20 to or from the leased premises any flammable explosives, asbestos,

1 radioactive materials, hazardous wastes, toxic substances or  
2 related injurious materials, whether injurious by themselves or in  
3 combination with other materials (collectively, "hazardous  
4 materials"). For the purpose of this lease, hazardous materials  
5 shall include, but not be limited to, substances defined as  
6 "hazardous substances," "hazardous materials," or "toxic  
7 substances" in the Comprehensive Environmental Response,  
8 Compensation and Liability Act of 1980, as amended, 42 U.S.C.  
9 Section 9601, et seq.; the Hazardous Materials Transportation Act,  
10 49 U.S.C. Section 1801, et seq.; the Resource Conservation and  
11 Recovery Act, 42 U.S.C. Section 6901, et seq.; and those  
12 substances defined as "hazardous wastes" in Section 25117 of the  
13 California Health and Safety Code or as "hazardous substances" in  
14 Section 25316 of the California Health and Safety Code; and in the  
15 regulations adopted in publications promulgated pursuant to said  
16 laws.

17 23. Free from Liens. Lessee shall pay, when due, all  
18 sums of money that may become due for any labor, services,  
19 material, supplies, or equipment, alleged to have been furnished  
20 or to be furnished to Lessee, in, upon, or about the leased  
21 premises, and which may be secured by a mechanics', materialmen's  
22 or other lien against the leased premises or County's interest  
23 therein, and will cause each such lien to be fully discharged and  
24 released at the time the performance of any obligation secured by  
25 such lien matures or becomes due; provided, however, that if  
26 Lessee desires to contest any such lien, he may do so, but  
27 notwithstanding any such contest, if such lien shall be reduced to  
28 final judgment, and such judgment or such process as may be issued  
for the enforcement thereof is not promptly stayed, or if so  
stayed, and said stay thereafter expires, then and in such event,  
Lessee shall forthwith pay and discharge said judgment.

29 24. Employees and Agents of Lessee. It is understood  
30 and agreed that all persons hired or engaged by Lessee shall be  
31 considered to be employees or agents of Lessee and not of County.

32 25. Binding on Successors. Lessee, his assigns and  
33 successors in interest, shall be bound by all the terms and  
34 conditions contained in this lease, and all of the parties thereto  
35 shall be jointly and severally liable hereunder.

36 26. Waiver of Performance. No waiver by County at any  
37 time of any of the terms and conditions of this lease shall be  
38 deemed or construed as a waiver at any time thereafter of the same  
39 or of any other terms or conditions contained herein or of the  
40 strict and timely performance of such terms and conditions.

41 27. Severability. The invalidity of any provision in  
42 this lease as determined by a court of competent jurisdiction  
43 shall in no way affect the validity of any other provision hereof.

44 28. Venue. Any action at law or in equity brought by  
45 either of the parties hereto for the purpose of enforcing a right  
46 or rights provided for by this lease shall be tried in a Court of

1 competent jurisdiction in the County of Riverside, State of  
2 California, and the parties hereby waive all provisions of law  
3 providing for a change of venue in such proceedings to any other  
County.

4 29. Attorneys' Fees. In the event of any litigation or  
5 arbitration between Lessee and County to enforce any of the  
6 provisions of this lease or any right of either party hereto, the  
7 unsuccessful party to such litigation or arbitration agrees to pay  
to the successful party all costs and expenses, including  
reasonable attorneys' fees, incurred therein by the successful  
party, all of which shall be included in and as a part of the  
judgment or award rendered in such litigation or arbitration.

8 30. Notices. Any notices required or desired to be  
9 served by either party upon the other shall be addressed to the  
respective parties as set forth below:

10	<u>COUNTY</u>	<u>Lessee</u>
11	County of Riverside	<u>Harry Protor</u>
12	Economic Development Agency	<u>P.O. Box 9132</u>
13	Aviation Unit	<u>Fallbrook, CA 92028</u>
14	P.O. Box 1180 - 3499 Tenth Street	
15	Riverside, CA 92502	

16 or to such other addresses as from time to time shall be  
17 designated by the respective parties.

18 31. Permits, Licenses and Taxes. Lessee shall secure,  
19 at his expense, all necessary permits and licenses as he may  
20 be required to obtain, and Lessee shall pay for all fees and taxes  
21 levied or required by any authorized public entity. Lessee  
22 recognizes and understands that this lease may create a possessory  
23 interest subject to property taxation and that Lessee may be  
24 subject to the payment of property taxes levied on such interest.

25 32. Paragraph Headings. The paragraph headings herein  
26 are for the convenience of the parties only, and shall not be  
27 deemed to govern, limit, modify or in any manner affect the scope,  
28 meaning or intent of the provisions or language of this lease.

33. County's Representative. County hereby appoints the  
Managing Director of its Economic Development Agency as its  
authorized representative to administer this lease.

34. Agent for Service of Process. It is expressly  
understood and agreed that in the event Lessee is not (a) resident  
of the State of California or he is an association or  
partnership without a member or partner resident of the State of  
California, or it is a foreign corporation, then in any such  
event, Lessee shall file with County's Aviation Director,  
upon his execution hereof, a designation of a natural person  
residing in the State of California, giving his or her name,  
residence and business addresses, as his agent for the purpose  
of service of process in any court action arising out of or based

1 upon this lease, and the delivery to such agent of a copy of any  
2 process in any such action shall constitute valid service upon  
3 Lessee. It is further expressly understood and agreed that if for  
4 any reason service of such process upon such agent is not  
5 feasible, then in such event Lessee may be personally served with  
6 such process out of this County and that such service shall  
7 constitute valid service upon Lessee. It is further expressly  
8 understood and agreed that Lessee is amenable to the process so  
9 served, submits to the jurisdiction of the Court so obtained and  
10 waives any and all objections and protests thereto.

11 35. Entire Lease. This lease is intended by the parties  
12 hereto as a final expression of their understanding with respect  
13 to the subject matter hereof and as a complete and exclusive  
14 statement of the terms and conditions thereof and supersedes any  
15 and all prior and contemporaneous leases, agreements and  
16 understandings, oral or written, in connection therewith. This  
17 lease may be changed or modified only upon the written consent of  
18 the parties hereto.

11 Dated: DEC 18 1990

COUNTY OF RIVERSIDE

13 By [Signature]  
14 Chairman, Board of Supervisors

15 ATTEST:

16 GERALD A. MALONEY  
17 Clerk of the Board

17 By [Signature]  
18 Deputy

19 (SEAL)

Lessee: Harry Frater

21 [Signature]  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_

27 PHL:wr/bln  
28 146lease  
rev.8/15/90



Barrel Road

Barry Entrance Road

097 L1 F C

8'3" L1

Details Sht. 27

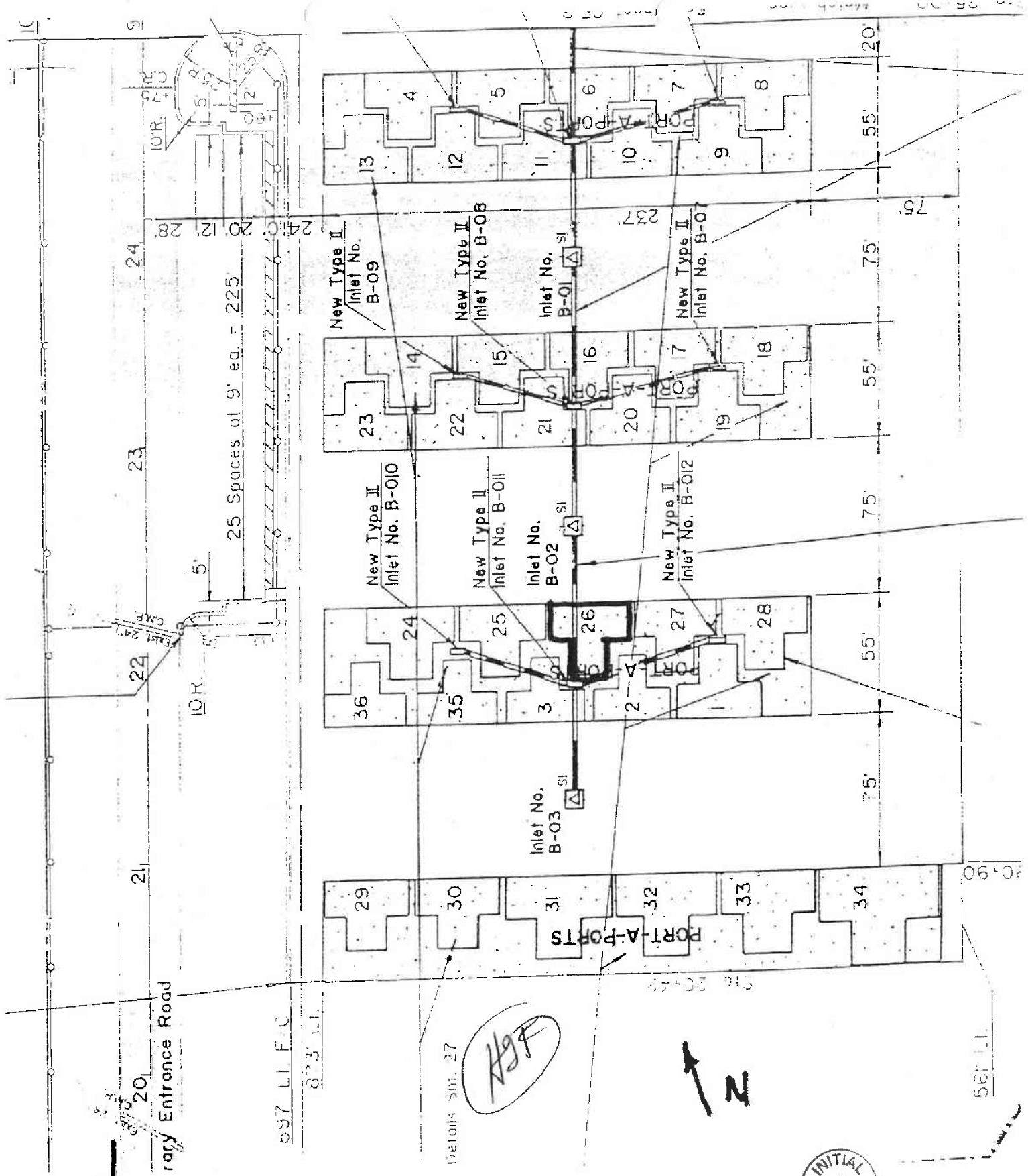
H99

N



56' L1

EXHIBIT A





Economic &  
Community  
Development

◇

Housing

◇

Housing  
Authority

◇

Redevelopment  
Agency

◇

County Service  
Areas

◇

Workforce  
Development

◇

Edward-Dean  
Museum  
& Gardens

◇

Aviation

◇

County Fair &  
National Date  
Festival

**COPY**

of letter sent with PAP  
Lease Amendment

October 4, 2004

Mr. Harry Freter  
4747 Oak Crest Rd.  
Fallbrook, CA 92025-9086

Dear Mr. Freter,

On September 14, 2004, The Board of Supervisors approved the amendment to your lease for your Port-A-Port Hangars, #25, 26, 28, 29 and 30 at French Valley Airport. Your copies are enclosed.

Should you have any questions regarding this lease, please contact either myself at the number listed below or Harry Oliver at (951) 343-5491.

Thank you,

Vicki Powszok  
Facilities Specialist  
EDA-Aviation  
French Valley Airport  
(951) 600-7297

## CERTIFICATION OF TRUST

THE UNDERSIGNED, attorney for GLEN V. FRETER, declares as follows:

1. That I am an attorney admitted to and in good standing with the State Bar of California;
2. That attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth are true and correct copies of the Introduction, Rights Reserved By Trustors, Rights and Liabilities of Trustor and Trustee, Powers of the Trustee, and Signature Pages of the HARRY G. FRETER TRUST, dated July 1, 1994, as amended to date (the "Trust");
3. That the Trust was established by HARRY G. FRETER as Trustor and as Trustee;
4. That HARRY G. FRETER died on April 7, 2015;
5. That thereafter, pursuant to the terms of the Trust, GLEN V. FRETER is currently acting as sole successor trustee of the Trust; and
6. That the pages omitted from this Certificate are of a personal nature dealing with the distribution of the Trustor's estate and in no way affect the powers of the Trustee.

EXECUTED at San Diego, California, on June 8, 2015.

  
\_\_\_\_\_  
Lisa A. Samuth, Esq.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

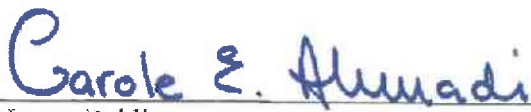
STATE OF CALIFORNIA    )  
                                  ) S.S.  
COUNTY OF SAN DIEGO    )

On June 8, 2015 before me, Carole E. Ahmadi, a Notary Public, personally appeared LISA A. SAMUTH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public

## FOURTH AMENDMENT TO THE

### HARRY G. FRETER TRUST

That certain Declaration of Trust executed at San Diego, California, on July 1, 1994, and amended on April 17, 1996, February 7, 1997, and July 10, 2006, known as the HARRY G. FRETER TRUST, wherein HARRY G. FRETER is the Trustor, with HARRY G. FRETER serving as the sole Trustee, is hereby amended by the Trustor, pursuant to the right to amend reserved therein to the Trustor in Article II, paragraph 2.02, entitled "Right to Alter and Amend", to read in its entirety as follows:

The property previously, now and hereafter received by the Trustee, shall constitute the trust estate and shall be held, managed and distributed as hereinafter provided.

This trust shall be known as the HARRY G. FRETER TRUST.

## ARTICLE I

### DISTRIBUTION OF INCOME AND PRINCIPAL

#### 1.01 During Lifetime of Trustor

1.011 Income: During the lifetime of the Trustor, the Trustee shall pay to or apply for the benefit of the Trustor the entire net income of the trust estate.

1.012 Principal: During the lifetime of the Trustor, if the Trustee considers the net income insufficient, the Trustee shall distribute to the Trustor so much of the trust estate, including the whole thereof, as the Trustee shall, in the Trustee's discretion, determine necessary for the Trustor's proper health, support, maintenance, comfort and welfare, in accordance with the Trustor's accustomed manner of living, without taking into consideration funds and assets available to the Trustor free of this trust.

#### 1.02 Upon Death of Trustor

1.021 Payment of Debts, Funeral Expenses and Taxes: Upon the death of the Trustor, and subject to any other provision herein or in the Trustor's Will to the contrary, the Trustee may, in the Trustee's discretion, pay out of the balance of the trust estate, without apportionment, reimbursement or contribution from any beneficiary thereof, any of the following items to the extent such items are not paid or responsibility for their payment assumed by some other person, entity or estate:

A. All estate, inheritance, and other death taxes payable by reason of the Trustor's death, including penalties and interest thereon;

B. The Trustor's last illness and funeral expenses;

C. Attorneys' fees and other expenses of probate or trust administration incurred as a result of the Trustor's death; and

proportions as they were, at the time of such termination, entitled to receive such income. If at the time of such termination the rights to income are not fixed by the terms of this trust, distribution under this clause shall be made by right of representation to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

## ARTICLE II

### RIGHTS RESERVED BY TRUSTOR

#### 2.01 Right to Revoke

2.011 During Lifetime of Trustor: During the lifetime of the Trustor, this trust may be revoked in whole or in part by a written instrument executed by the Trustor and delivered to the Trustee.

Upon revocation, the Trustee shall promptly deliver to the Trustor all or the designated portion of the trust estate, which property shall continue to be the sole and separate property of the Trustor. If this instrument is revoked with respect to all or a major portion of the trust estate, the Trustee shall be entitled to retain sufficient assets to secure payment of liabilities lawfully incurred by the Trustee in the administration of this trust, including Trustee's fees that have been earned, unless the Trustor shall indemnify the Trustee against loss or expense.

2.012 Upon Death of Trustor: Upon the death of the Trustor, no right to revoke this trust shall exist.

#### 2.02 Right to Alter and Amend

2.021 During Lifetime of Trustor: During the lifetime of the Trustor, this trust may be altered or amended in whole or in part by a written instrument executed by the Trustor and delivered to the Trustee. No amendment or alteration shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts the same in writing.

2.022 Upon Death of Trustor: Upon the death of the Trustor, no right to alter or amend this trust shall exist.

#### 2.03 Rights Personal to Trustor

The rights of the Trustor to revoke, alter and amend this trust are personal to the Trustor and shall not be exercisable on the Trustor's behalf by any conservator or other person, except if that revocation, amendment or alteration is authorized, after notice to the Trustee, by the Court that appointed the conservator. Anything herein to the contrary notwithstanding, this trust may be revoked, altered or amended by an agent of the Trustor, provided such agent is expressly granted such right to revoke, alter or amend living trusts under the provisions of the Uniform Durable Power of Attorney Act.

2.04 Effective Date

Any revocation, alteration or amendment shall take effect when and if the required writing is received by the Trustee. Any such revocation, alteration or amendment shall not affect any lawful act of the Trustee prior to receipt by the Trustee of the required writing. Notwithstanding the foregoing, the Trustee shall not be obligated to act under any amendment unless the Trustee accepts the same in writing.

2.05 Retained Use of Residential Properties

The Trustor may possess and use, without rental or accounting to the Trustee, the residential real property comprising the trust estate, consisting of the residence of the Trustor and any resort properties, whether or not on a full or part time basis. The Trustor may, in writing, at any time, surrender the aforesaid rights to the Trustee, and by similar notice, from time to time, resume such rights, provided that such residential real property shall then be available for such use.

While the Trustor shall have the use of such residential real property, the Trustor shall generally manage, care for and protect same and be subject to all responsibilities of owner and occupant thereof, but the Trustee shall pay out of the trust estate any and all taxes, assessments, liens and insurance on such residential real property and the expenses of repairs and replacements to the buildings thereon.

The Trustee shall have no other responsibility to the residential real property while the Trustor shall use and be in possession thereof, but the Trustee may carry insurance for the Trustee's own protection at the expense of this trust.

The Trustor agrees to protect and indemnify the Trustee against all losses, liabilities and expenses which may result directly or indirectly from the Trustor's use, possession or management of such residential real property and the Trustee shall have, in addition to any other rights conferred by law, a lien upon the income and principal of the trust estate for payment thereof, with the right to take possession of such residential real property and reimburse itself from the income and principal of the trust estate.

ARTICLE III

RIGHTS AND LIABILITIES OF TRUSTOR AND TRUSTEE

3.01 Determination of Successor Trustee

3.011 Successor Trustee: Upon the death, resignation or inability of the Trustor to serve as Trustee, GLEN V. FRETER shall serve as successor Trustee. Upon the death, resignation or inability of GLEN V. FRETER to serve as Trustee, WELLS FARGO BANK N.A. shall serve as successor Trustee.

Upon the death, resignation or inability of any Trustee to serve as Trustee and to the extent that a successor is not appointed pursuant to the terms of this trust instrument, the Trustee may appoint its successor Trustee. Should a Trustee fail to so appoint its successor, a successor Trustee shall be appointed by a Court of competent jurisdiction upon petition of either the resigning Trustee or any party in interest of this trust.

3.012      During Lifetime of Trustor: During the lifetime of the Trustor, the Trustor may change the Trustee to any individual, including the Trustor, or any institutional Trustee authorized to do a trust business in the United States.

3.013      Upon Death of Trustor: Upon the death of the Trustor, and during the time until the respective beneficiary of a trust established hereunder attains eighteen (18) years of age, the person who is acting as guardian of the person of such beneficiary may change any institutional Trustee of the beneficiary's trust to any institutional Trustee authorized to do a trust business in the United States with a capital and surplus combined of not less than twenty-five million and 00/100 dollars (\$25,000,000.00). At such time as the beneficiary of a trust established hereunder attains eighteen (18) years of age, then such beneficiary may change any institutional Trustee of his or her respective trust to any institutional Trustee authorized to do a trust business in the United States with a capital and surplus combined of not less than twenty-five million and 00/100 dollars (\$25,000,000.00).

### 3.02      Resignation of Trustee

Any Trustee may resign at any time upon giving written notice to the Trustor, or upon the death of the Trustor, to all adult beneficiaries and to the guardian, conservator or other fiduciary of the person or estate of any minor or incompetent beneficiary, thirty (30) days before such resignation becomes effective. The resigning Trustee shall transfer and deliver to the successor Trustee the entire trust estate and shall thereupon be discharged as Trustee of this trust and shall have no further powers, discretions, rights, obligations or duties with regard to the trust estate.

### 3.03      Trustees Fees: Successor Liability: No Bond

No compensation shall be paid for the services of the Trustor while acting as Trustee. All other Trustees shall be entitled to fair, reasonable, and customary compensation from the trust estate for services rendered as Trustee. All successor Trustees shall be relieved of any and all liability for any acts or omissions of the predecessor Trustees in respect to administration of this trust. The Trustor directs that no individual while serving as Trustee shall be required to provide any bond or other security to insure the faithful performance of their duty as Trustee.

### 3.04      Veto Power

Before the Trustee may sell or otherwise dispose of assets or invest funds, the Trustee shall state by notice in writing delivered to the Trustor, or mailed to the Trustor's address last on file with the Trustee the action proposed. If the Trustor shall file with the Trustee written disapproval, the Trustee shall not take such action. If the Trustee shall not receive written disapproval within ten (10) days after such delivery or mailing, the Trustee shall be free to act regarding the proposed matter in such manner as the Trustee shall deem advisable. The Trustor, from time to time by written notice to the Trustee, may surrender the above mentioned right which shall remain effective until, by similar notice, it is resumed. Anything hereinabove to the contrary notwithstanding, the Trustor, while serving as Trustee, shall not be required to provide notice of any proposed action to himself, as Trustor.

### 3.05      Exoneration of Trustee

Whenever the Trustee is authorized or directed to exercise any power, judgment or discretion (whether or not the word "sole" shall precede the word "discretion"), or to take or

fail to take any action with respect to the trust estate ("Exercise of Discretion"), the Trustee shall be held harmless for the Trustee's Exercise of Discretion if the Trustee shall act in good faith, and the provisions of sections 16080 and 16081 of the California Probate Code shall not be applicable to the Exercise of Discretion. In the Trustee's Exercise of Discretion, the Trustee may disregard the rights of any beneficiary or group of beneficiaries, and may act in any manner the Trustee shall deem appropriate. The Trustor intends that any Exercise of Discretion shall not be subject to review by any court, provided that the Trustee shall act in good faith. Any determination made by the Trustee pursuant to the Trustee's Exercise of Discretion shall be binding upon all persons interested in any trust created hereunder. Reliance by the Trustee on an opinion of counsel conclusively shall be presumed to be acting in good faith, but the Exercise of Discretion without an opinion of counsel shall not be construed against the Trustee in determining whether the Trustee has acted in good faith. The Trustee shall be indemnified from the assets of the trust estate against any liability incurred by the Trustee as a result of the Exercise of Discretion. This paragraph shall not apply to the Exercise of Discretion by any Trustee who also is a beneficiary under this instrument or who is married to any beneficiary under this instrument.

#### ARTICLE IV

##### GENERATION-SKIPPING TAX

###### 4.01 Allocation of Generation-Skipping Tax Exemption

Under the Internal Revenue Code of 1986, as amended (the "Code"), every individual during their lifetime, or their executor under their Will upon their death, has the power to allocate any portion of such individual's GST exemption under Section 2631(a) of the Code not used during their lifetime ("Unused GST Exemption") to any property as to which such individual is deemed to be the transferor, including any property transferred by such individual during life as to which an allocation was not made prior to such individual's death. The Trustor directs that in the event there is no executor appointed in his estate, the Trustee shall be deemed the "executor," as that term is defined in the Code, and the Trustee shall have the power to allocate the Trustor's Unused GST exemption.

###### 4.02 Definitions of Exempt and Non-Exempt

The term "Exempt" refers to property or a trust that has an inclusion ratio of zero (0), or is exempt from the generation-skipping tax under the effective date legislation included in Section 1433(b)(2) of the Tax Reform Act of 1986. The term "Non-Exempt" refers to property or a trust which has an inclusion ratio greater than zero (0).

###### 4.03 Division into Exempt and Non-Exempt Trusts

Anything herein to the contrary notwithstanding, if some or all of the Trustor's Unused GST Exemption is to be allocated to any trust created hereunder, following the death of the Trustor, unless the trust in question will have an inclusion ratio of zero (0), that trust shall be divided into two (2) separate trusts, so that one shall be Exempt and the other shall be Non-Exempt, with the Exempt trust receiving the minimum dollar amount necessary to give the Exempt trust an inclusion ratio of zero. Such separate trusts shall be held, administered and distributed in the same manner as the trust from which they were divided. The funding of the pecuniary amount of the Exempt trust may be satisfied in cash or in kind, in undivided interests, or partly in each. The pecuniary amount shall bear interest from the date specified under



General Power of Appointment Over Non-Exempt Trusts

Notwithstanding any provision above to the contrary, if a generation-skipping transfer tax would be payable upon the death of a beneficiary with respect to any Non-Exempt trusts but for the provisions of this paragraph 4.08, then upon the beneficiary's death, he or she may appoint all or any part of such Non-Exempt trusts, on any terms and conditions, either outright or in trust, and in any proportion, in favor of one or more of the beneficiary's creditors or the creditors of the beneficiary's estate, by a will or codicil specifically referring to and exercising this testamentary general power of appointment.

## ARTICLE V

POWERS OF THE TRUSTEE

To carry out the purposes of this trust and subject to any additions or limitations stated elsewhere in this instrument, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit the Trustee's general powers, and the Trustee, subject to discharge of its fiduciary obligations, is vested with and shall have all the rights, powers and privileges which an absolute owner of the same property would have.

5.01 Power to Retain Property

To continue to hold any property, although not of a type or quality nor constituting a diversification considered proper for trust investment, including shares of the Trustee's own stock.

5.02 Power to Operate Business

To continue or participate in any business or other enterprise at the risk of the trust estate and to effect incorporation, dissolution or other changes in the form of organization of the business or enterprise.

5.03 Power of Sale, Exchange and Repair

To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, subdivide, improve and repair trust property; and to create restrictions, easements and other servitudes, with or without consideration.

5.04 Power to Lease

To lease trust property for terms within or beyond the term of any trust created hereunder and for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements.

5.05 Power to Borrow

To borrow money for the benefit of the Trustor or for any trust purpose on such terms and conditions as the Trustee may deem proper; to obligate the trust estate for repayment; to pledge and encumber the trust estate or any of its property by mortgage; to guarantee the debts, (and to pledge and encumber the trust estate to secure such guarantees) of the Trustor; to

execute a deed or deeds of trust; to pledge or otherwise use such procedures to consummate the transaction as the Trustee may deem advisable.

5.06      Power to Insure

To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

5.07      Power to Commence and Defend Litigation

To commence or defend such litigation with respect to this trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust.

5.08      Power to Compromise Claims

To compromise, arbitrate or otherwise adjust any claim or litigation against or in favor of this trust.

5.09      Power to Invest

To invest and reinvest the principal and income, if the Trustee may accumulate it, in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, the buying, selling and trading in securities of any nature, to buy, write and trade in options, and commodities of every nature and contracts for the future delivery of commodities of every nature on margin or otherwise and, in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, commodities, and contracts for the future delivery thereof, to make short sales, to maintain and operate security margin accounts with one or more brokers, investing in stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and any common trust fund administered by the Trustee.

5.10      Power to Manage Securities

With respect to securities held in this trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and, incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights; provided, however, that any corporate Trustee may vote its own shares in the election of directors only in the manner determined and directed by the Trustor, during the Trustor's lifetime, or after the Trustor's death, by the beneficiary or a majority of the beneficiaries of this trust.

5.11      Power to Hold Property in Nominee

To hold securities or other property in its own name or in the name of its nominee, with or without disclosure of fiduciary relationship, the Trustee being responsible for the acts of any such nominee affecting such property.

5.12      Power to Advance Funds

To advance funds to this trust for any trust purpose, such advances with interest at current rates to be a first lien on and to be repaid out of principal or income; to reimburse itself from principal or income for any loss or expense incurred by reason of its ownership or holding of any property in this trust.

5.13      Power to Budget

To budget the estimated annual income and expenses of the trust in such manner as to equalize, as far as practicable, periodic income payments to the beneficiaries.

5.14      Power to Determine Principal and Income

Except as otherwise specifically provided in this trust instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Uniform Principal and Income Act of California from time to time existing. Any such matter not provided for either in this trust instrument or in the Uniform Principal and Income Act of California shall be determined by the Trustee, in the Trustee's discretion.

5.15      Power of Division and Distribution

In any case in which the Trustee is required, pursuant to the provisions of this trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro-rata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the Trustee may, in the Trustee's discretion, make a non pro-rata division between trusts or shares and non pro-rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries have equivalent or proportionate fair market value.

5.16      Power to Enter Transactions with Estate of Trustor

If the Trustee deems it necessary or advisable for the protection of the estate of the Trustor, or in the best interest of such estates or this trust and the beneficiaries thereof, the Trustee, in the Trustee's discretion, may with trust funds purchase any securities or other property at a fair value from the legal representatives of such estates and retain such property as part of the trust estate, and make secured or unsecured loans of trust funds, at the then current rate of interest to such legal representatives, without any liability for loss resulting to the trust estate by reason of any such purchase or loan.

5.17      Power to Enter Transactions Between Trusts

To loan or advance money, at the current rate of interest, from any trust hereunder to any other trust hereunder, to sell and purchase assets between any trusts hereunder, to make loans or borrow from, to purchase property or assets of any kind from, or sell to, or in any other manner deal with the personal representative of the Trustor, or between any trusts created hereunder, provided that any such transaction be for fair and adequate consideration.

5.18      Power to Lend

To lend money to any person or entity, including any trust created by this instrument. Monies may be lent to any trust beneficiary, interested party or third party in need provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

5.19      Power to Withhold Payment if Conflicting Claims Arise

To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust without the payment of interest, all or any part of the property, as long as the Trustee shall determine, in the Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate.

5.20      Power to Employ Investment Counsel

To retain professional investment counsel regarding trust investments in property held by this trust. If such counsel is retained, the Trustee may abide by the decision of the counsel but shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of independent counsel. During the period independent counsel is retained by the Trustee, the Trustee shall not be required to conduct reviews of trust investments, and he shall not be required to take action in respect to trust investments unless he receives written instruction from the investment counsel.

5.21      Power to Employ Agents

To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the Trustee in the administration of this trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the Trustee, in the Trustee's discretion, shall determine, and shall not decrease the compensation to which the Trustee is entitled.

5.22      Power to Release Powers

The Trustee shall have the power to release or to restrict the scope of any power that the Trustee may hold in connection with this trust, whether said power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and may be exercised by any successor.

5.23      Power to Invest in Life Insurance

The Trustee shall have the power to apply for, own, receive as a part of this trust, hold and/or pay premiums upon life insurance in any form and upon the life of any person or persons, as the Trustee may deem advisable. The Trustee is authorized to exercise all rights under such policies and no company issuing the same shall be required to determine the extent of the authority of the Trustee.



5.24 Power to Determine Taxes

The Trustee shall have the power, in the Trustee's discretion, to take any action and to make any elections to minimize the tax liabilities of this trust and its beneficiaries, and to allocate the benefits among the various beneficiaries, and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

5.25 Power to Make Distributions to Guardians

To make payments to any beneficiary who is a minor or is under any other disability by making such payment for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the California Uniform Transfers to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the Trustee's judgment, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health or education.

5.26 Power to Appoint a Third Party to Act on Behalf of Trustee

Any Trustee hereof is empowered to grant to a third party or parties the Trustee's power of attorney to act to bind this trust on the Trustee's behalf as Trustee of this instrument.

5.27 Power to Create Qualified S Trusts

The Trustee may hold in one or more separate trusts the stock of any corporation which has elected to be taxed as an S corporation for purposes of federal income taxation if the Trustee deems such action necessary or desirable in order to preserve such election; and with respect to any such separate trust, (a) to distribute all of the net income therefrom to the then current income beneficiary thereof, or if there is no current income beneficiary, to the individuals then eligible to receive payments from the trust estate, or, if such individual is a minor, to the guardian or custodian of such minor, (b) to distribute any or all of such stock outright to the then current income beneficiary of such trust, or if there is no current income beneficiary, to the individuals then eligible to receive payments from the trust estate, or, if such individual is a minor, to the guardian or custodian of such minor, and (c) to file such elections and take such further action as may be necessary to qualify any such separate trust as a "qualified subchapter S trust" as defined in Section 1361(d)(3) of the Code. The Trustee shall have no liability whatsoever to any beneficiary hereunder as a result of either creating or not creating separate trusts under this paragraph.

5.28 Powers Relating to Distribution of Trust Property

Upon any division or partial or final distribution of the trust estate, the Trustee may, in the Trustee's discretion, make the division or distribution in cash or in kind or partly in

each, and for this purpose to sell such property on such terms and conditions as the Trustee may deem necessary to make such division or distribution.

Whenever the Trustee is directed to make a distribution of any of the trust estate or a division of the trust estate into separate trusts or shares on the death of a Trustor, the Trustee may, in the Trustee's discretion, defer such distribution or division until six (6) months after the Trustor's death. When the Trustee defers distribution or division of the trust estate, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this document in the absence of this paragraph, and all rights given to the beneficiaries of the trust estate under other provisions of this document shall be deemed to have accrued and vested as of such prescribed time.

## ARTICLE VI

### LIFE INSURANCE

#### 6.01 Trustee's Duties

With respect to life insurance policies not owned by the Trustee, the Trustee shall be under no duty to pay premiums, assessments or any other charge upon any of such policies, to keep itself informed with respect to the payment thereof or to take any other action to keep such policies in force. If any life insurance policy is delivered to the Trustee, the Trustee shall hold such policy subject to the written order of the Trustor without obligation during the lifetime of the insured other than the safekeeping of such policies.

#### 6.02 Rights Reserved by Trustor

Until the death of the insured, the Trustor, in accordance with the Trustor's rights apart from this instrument, shall have all the rights of ownership in the life insurance policies made payable to the Trustee, including, but not limited to, the right to sell, assign or hypothecate any life insurance policy; to change the beneficiary under and to exercise any option or privilege granted by any life insurance policy; to borrow any sum in accordance with the provisions of any life insurance policy, and to receive all payments, dividends, surrender values, benefits or privileges of any kind which may accrue on account of any life insurance policy during the lifetime of the insured, without the consent or approval of the Trustee.

#### 6.03 Policies Owned by Trustee

With respect to any life insurance policy owned by the Trustee, the Trustee may pay premiums, assessments or any other charge upon such life insurance policy in order to keep it in force, and shall have all the rights of ownership in such policy.

#### 6.04 Collection of Proceeds

Upon receipt by the Trustee of actual notice of the death of an insured, the Trustee shall collect all sums payable to the Trustee as beneficiary of any life insurance policy. The Trustee shall be under no duty to seek reimbursement from any source for any deduction from or charge against the proceeds of any life insurance policy on account of any indebtedness secured by such policy. The Trustee shall have the power to execute and deliver receipts and other instruments, to compromise, arbitrate or otherwise adjust any claims arising out of any life insurance policy, and to take such action as may, in the Trustee's discretion, be necessary and

7.12 Distribution by Representation

Whenever this instrument directs that distribution be made to then-living issue by right of representation, distribution shall be made in as many equal shares as there are living members of the nearest generation of issue then living and deceased members of that generation who leave issue then living; and each living member of the nearest generation of issue then living shall receive one (1) share, and the share of each deceased member of that generation who leaves issue then living shall be divided in the same manner among his or her then-living issue.

7.13 Severability

If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

7.14 Presumption of Competency

All rights granted to any person by any provision of this trust may be exercised by such person at any time during his or her lifetime and competency, and unless otherwise specifically provided herein to the contrary, it shall be conclusively presumed that each such person is competent unless he or she shall have been declared incompetent by a court having jurisdiction to determine such incompetency.

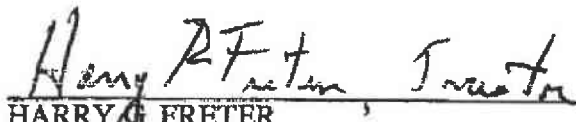
7.15 Number and Gender; Headings

As used in this instrument, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates. The headings in this instrument are inserted for convenience of reference and are not to be considered in construction hereof.

7.16 Governing Law

This trust has been accepted by the Trustee in the State of California and, unless otherwise provided in this instrument, its validity, construction and all rights under it shall be governed by the laws of that State. This paragraph shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another State. The appropriate Superior Court of the State of California shall have jurisdiction for all the purposes set forth in Section 17200 of the California Probate Code.

EXECUTED IN DUPLICATE at San Diego, California, on February 21, 2014.

  
HARRY J. FRETTER,  
Trustor

I certify that I have read the foregoing Fourth Amendment to the Harry G. Freter Trust. I accept the Fourth Amendment to the Harry G. Freter Trust in all particulars and agree to be bound thereby.

Harry G. Freter, Trustee  
HARRY G. FRETER,  
Trustee

APPROVED:

Lisa A. Samuth  
WEITZEN, PHILLIPS & WEINBERG LLP  
Attorney for Trustor

12730 High Bluff Drive  
Suite 200  
San Diego, CA 92130  
(858) 793-0300

STATE OF CALIFORNIA     }  
COUNTY OF SAN DIEGO   } S.S.

On February 21, 2014, before me, Carole E. Ahmadi, a Notary Public, personally appeared HARRY G. FRETER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(S E A L)

Carole E. Ahmadi  
Notary Public





# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

# COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052015071264

### CERTIFICATE OF DEATH

3201533004209

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		3. LAST (Family)	
HARRY		FRETER	
2. MIDDLE		4. DATE OF BIRTH mm/dd/yyyy	
GLENN		07/26/1929	
5. AGE Yrs.		6. SEX	
85		M	
7. DATE OF DEATH mm/dd/yyyy			
04/07/2015			
8. HOUR (24 Hour)			
2350			
9. BIRTH STATE/FOREIGN COUNTRY			
IL			
10. SOCIAL SECURITY NUMBER			
554-32-8851			
11. EVER IN U.S. ARMED FORCES?			
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK			
12. MARITAL STATUS/SRDP (at time of death)			
DIVORCED			
13. EDUCATION - Highest Level/Degree (see worksheet on back)			
BACHELOR			
14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (if yes, see worksheet on back)			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
16. DECEDENT'S RACE - Use 1 to 3 races may be listed (see worksheet on back)			
WHITE			
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED			
MECHANIC			
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)			
AUTOMOTIVE			
19. YEARS IN OCCUPATION			
3			
20. DECEDENT'S RESIDENCE (Street and number, or location)			
4747 OAK CREST SPC #18			
21. CITY			
FALLBROOK			
22. COUNTY/PROVINCE			
SAN DIEGO			
23. ZIP CODE			
92028			
24. YEARS IN COUNTY			
60			
25. STATE/FOREIGN COUNTRY			
CA			
26. INFORMANT'S NAME, RELATIONSHIP			
GLENN FRETER, SON			
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)			
P.O. BOX 9585, RANCHO SANTA FE, CA 92067			
28. NAME OF SURVIVING SPOUSE/SRDP - FIRST			
-			
29. MIDDLE			
-			
30. LAST (BIRTH NAME)			
-			
31. NAME OF FATHER/PARENT - FIRST			
HARRY			
32. MIDDLE			
ERNEST			
33. LAST			
NORDGREN			
34. BIRTH STATE			
IL			
35. NAME OF MOTHER/PARENT - FIRST			
ALICE			
36. MIDDLE			
LOUISE			
37. LAST (BIRTH NAME)			
FRETER			
38. BIRTH STATE			
IL			
39. DISPOSITION DATE mm/dd/yyyy			
04/10/2015			
40. PLACE OF FINAL DISPOSITION			
AT SEA OFF THE COAST OF SAN DIEGO COUNTY			
41. TYPE OF DISPOSITION(S)			
CR/SEA			
42. SIGNATURE OF EMBALMER			
NOT EMBALMED			
43. LICENSE NUMBER			
-			
44. NAME OF FUNERAL ESTABLISHMENT			
TRIDENT SOCIETY			
45. LICENSE NUMBER			
FD1921			
46. SIGNATURE OF LOCAL REGISTRAR			
CAMERON KAISER, MD			
47. DATE mm/dd/yyyy			
04/09/2015			
101. PLACE OF DEATH			
TEMECULA VALLEY HOSPITAL			
102. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)			
31700 TEMECULA PARKWAY			
103. CITY			
TEMECULA			
104. COUNTY			
RIVERSIDE			
105. CAUSE OF DEATH			
ACUTE STROKE			
106. DAYS			
107. DAYS			
108. DAYS			
109. DAYS			
110. DAYS			
111. DAYS			
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107			
ACUTE RENAL FAILURE, ACUTE TUBULAR NECROSIS			
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)			
NO			
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED			
115. SIGNATURE AND TITLE OF CERTIFIER			
MELAKU TAYE BIRHANIE M.D.			
116. LICENSE NUMBER			
A122966			
117. DATE			
04/09/2015			
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE			
MELAKU TAYE BIRHANIE M.D.			
4002 VISTA WAY, OCEANSIDE, CA 92056			
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED			
120. INJURED AT WORK?			
YES NO UNK			
121. INJURY DATE mm/dd/yyyy			
122. HOUR (24 Hour)			
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)			
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)			
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)			
126. SIGNATURE OF CORONER / DEPUTY CORONER			
127. DATE mm/dd/yyyy			
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER			
129. STATE REGISTRAR			
130. FAX AUTH #			
131. CENSUS TRACT			

### CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA } SS  
COUNTY OF RIVERSIDE

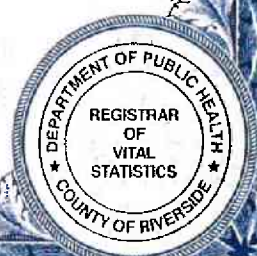
This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health

DATE ISSUED **May 12, 2015** 1/2

Dr. Cameron Kaiser, M.D. Health Officer  
RIVERSIDE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE





# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

### COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

#### AFFIDAVIT TO AMEND A RECORD

NO ERASURES, WHITEOUTS, PHOTOCOPIES,  
OR ALTERATIONS

3052015071264

STATE FILE NUMBER

1.1

3201533004209

LOCAL REGISTRATION NUMBER

☐ BIRTH ☒ DEATH ☐ FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

#### PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST HARRY		1B. MIDDLE GLENN		1C. LAST FRETER
	2. SEX M	3. DATE OF EVENT—MM/DD/CCYY 04/07/2015	4. CITY OF EVENT TEMECULA		5. COUNTY OF EVENT RIVERSIDE
	6. FULL NAME OF FATHER/PARENT AS STATED ON ORIGINAL RECORD HARRY ERNEST NORDGREN			7. FULL NAME OF MOTHER/PARENT AS STATED ON ORIGINAL RECORD ALICE LOUISE FRETER	

#### PART II STATEMENT OF CORRECTIONS TO BIRTH, DEATH, OR FETAL DEATH RECORD

LIST ONE ITEM PER LINE	8. ITEM NUMBER TO BE CORRECTED	9. INCORRECT INFORMATION THAT APPEARS ON ORIGINAL RECORD	10. CORRECTED INFORMATION AS IT SHOULD APPEAR
	2	GLENN	GLEN

REASON FOR CORRECTION	11. MIDDLE NAME IS INCORRECT.
--------------------------	-------------------------------

We, the undersigned, hereby certify under penalty of perjury that we have personal knowledge of the above facts and that the information given above is true and correct.

AFFIDAVITS AND SIGNATURES	12A. SIGNATURE OF FIRST PERSON DALE ROBLE	12B. PRINTED NAME DALE ROBLE	12C. TITLE/RELATIONSHIP TO PERSON IN PART I ARRANGEMENT COUNSELOR
	12D. ADDRESS (STREET and NUMBER, CITY, STATE, ZIP) 9242 MIRAMAR RD #37, SAN DIEGO, CA 92126	12E. DATE SIGNED—MM/DD/CCYY 05/06/2015	
	13A. SIGNATURE OF SECOND PERSON ERICA VILLALPANDO	13B. PRINTED NAME ERICA VILLALPANDO	13C. TITLE/RELATIONSHIP TO PERSON IN PART I ARRANGEMENT COUNSELOR
	13D. ADDRESS (STREET and NUMBER, CITY, STATE, ZIP) 9242 MIRAMAR ROAD #37, SAN DIEGO, CA 92126	13E. DATE SIGNED—MM/DD/CCYY 05/07/2015	

STATE/LOCAL REGISTRAR USE ONLY	14. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR STATE REGISTRAR - OFFICE OF VITAL RECORDS	15. DATE ACCEPTED FOR REGISTRATION 05/08/2015
--------------------------------------	---	--

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

FORM VS 24e (REV. 1/06)  
\*020101002933465\*

1.1

#### CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside,  
Department of Health.

DATE ISSUED: May 12, 2015 2/2

Dr. Cameron Kaiser, M.D., Health Officer  
RIVERSIDE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.  
PRN 0401015

ANY ALTERATION OR ERASURE VOID THIS CERTIFICATE



**ATTACHMENT A**

Consent to Bill of Sale

Port-a-Port Space No. 28

(Behind this Page)

## CONSENT TO BILL OF SALE

The County of Riverside, a political subdivision of the State of California (County) hereby consents to the attached Bill of Sale, dated November 8, 2015 by and between Glen V. Freter, Trustee of the Harry G. Freter Trust dated July 1, 1994, (Harry G. Freter, deceased) (as "Seller") and Jan DeJulio, an individual (as "Buyer") relating to the sale of the Port-a-Port aircraft storage hangar known as Space No. 28, located at French Valley Airport, Murrieta, California. A copy of the Bill of Sale is attached hereto as Exhibit "A".

By consenting to the Bill of Sale, the County neither undertakes nor assumes nor will have any responsibility or duty to Jan DeJulio, or to any third party to review, inspect, supervise, pass judgment upon or inform Jan DeJulio or any third party of any matter in connection with subject aircraft storage hangar, whether regarding the quality or adequacy or suitability of the subject aircraft storage hangar for Jan DeJulio's proposed use or otherwise. Jan DeJulio and all third parties shall rely upon its or their own judgment regarding such matters. The County makes no representations, express or implied, with respect to the legality, fitness, or desirability of the subject aircraft storage hangar for Jan DeJulio's intended use.

IN WITNESS WHEREOF, the County has caused its duly authorized representative to execute this Consent to Bill of Sale as of the date set forth below.

Date: \_\_\_\_\_

COUNTY OF RIVERSIDE, a political  
Subdivision of the State of California


By: \_\_\_\_\_

John J. Benoit, Chairman  
Board of Supervisors

ATTEST:  
KECIA IHM-HARPER  
Clerk of the Board

APPROVED AS TO FORM  
GREGORY P. PRIAMOS, County Counsel

By: \_\_\_\_\_  
Deputy

By:   
Jhaila R. Brown,  
Deputy County Counsel

Jan DeJulio, an individual, hereby acknowledges and consent to all of the terms set forth in this Consent to Bill of Sale.

By:  \_\_\_\_\_  
Jan DeJulio, Buyer

Dated: 12/21/2015

**ATTACHMENT B**

Bill of Sale

Port-a-Port Space No. 28

(Behind this Page)

## Bill of Sale

BE IT KNOWN, that for payment in the sum of \$22,500 the full receipt of which is acknowledged, the undersigned Glen V Freter, Trustee of the Harry G Freter Trust dated July 1, 1994 (Seller) hereby sells and transfers to Jan De Julio (Buyer), the following:

Hanger 28	Location: French Valley Airport
Make: Port A Port B	Airport Address: 37600 Sky Canyon Dr, Murrieta, CA 92562

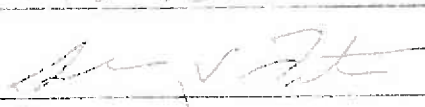

The sale is subject to the following conditions and representations:

Seller agrees to work with the French Valley Airport Authority and Buyer to transfer the underlying lease for Hanger #28 to Buyer.

Buyer understands that Hanger #28 is currently rented to a tenant. Buyer and Seller will share the responsibility of providing notice to tenant of the transfer and Buyer and Seller will work together to either give notice to tenant to vacate or notice tenant of the new landlord depending on Buyers' wishes. Seller will prorate and send Buyer a check in the amount of \$360.00 for December 2015 rent already paid to Seller by Tenant.

Seller warrants to Buyer that Seller has good and marketable title to said hanger, full authority to sell and transfer said hanger, and that said hanger is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Seller has no knowledge of any hidden defects in and to the hanger, and believes to the best of the Seller's knowledge that the hanger being sold is in good condition. Said hanger is otherwise sold in "as is" condition and where currently located.

Date signed:	11/8/2015
Seller:	
Buyer:	



**ATTACHMENT C**

Consent to Assignment of Lease

Port-a-Port Space No. 28

(Behind this Page)

## CONSENT TO ASSIGNMENT OF LEASE

Glen V. Freter, Trustee of the Harry G. Freter Trust, dated July 1, 1994 (Harry G. Freter, deceased), (as "Assignor") and Jan DeJulio, an individual (as "Assignee") executed that certain Assignment dated December 29, 2015 ("Assignment"), whereby Assignor transferred and assigned to Assignee all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Lease (Port-a-Port T-Hangar for Aircraft Storage) executed by the County of Riverside, a political subdivision of the State of California ("County") dated December 18, 1990, as amended by that certain First Amendment to Lease French Valley Airport executed by the County (as lessor) and Harry G. Freter (as lessee) dated September 14, 2004 (collectively, the "Lease"). The Lease pertains to that certain real property located within French Valley Airport located in Murrieta, California and consists of approximately 1,092 square feet of land identified as Port-a-Port Space No. 28, as more particularly depicted in Exhibit A to the Lease.

In reliance upon the assumption by Assignee of all Rights and Obligations under the Lease pursuant to the Assignment, the County does hereby ratify and consent to the assignment of the Rights and Obligations by Assignor to Assignee and Assignee's assumption thereof. Consent hereof by the County shall not be construed to relieve or release Assignor from its duty to comply with any obligations under the lease.

Date: \_\_\_\_\_

LESSOR  
COUNTY OF RIVERSIDE

By: \_\_\_\_\_

John J. Benoit, Chairman  
Board of Supervisors

ATTEST:  
KECIA IHEM-HARPER  
Clerk of the Board

APPROVED AS TO FORM  
GREGORY P. PRIAMOS, County Counsel

By: \_\_\_\_\_  
Deputy

By: *Jhaila R. Brown*  
Jhaila R. Brown  
Deputy County Counsel

(SEAL)

**ATTACHMENT D**

Assignment of Lease


Port-a-Port Space No. 28

(Behind this Page)

## **ASSIGNMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Glen V. Freter, Trustee of the Harry G. Freter Trust dated July 1, 1994 (Harry G. Freter, deceased) hereby transfers and assigns to Jan DeJulio, all rights, title and interest of the undersigned under that certain Lease between the County of Riverside and Harry Freter dated December 19, 1990, and as amended September 14, 2004, pertaining to the premises described as 1,092 Square Feet of land known as Port-a-Port Space No. 28 at French Valley Airport, County of Riverside, State of California, said Lease is attached as Exhibit "A". The execution of this Assignment and the transfer of all rights, title and interest herein are contingent upon the acceptance and approval by the Riverside County Board of Supervisors.

Dated: 12-29-15

By:   
Glen V. Freter, Trustee of the  
Harry G. Freter Trust dated July 1, 1994  
(Harry G. Freter, deceased)

## **ACCEPTANCE AND AGREEMENT**

The undersigned, Jan DeJulio, named in the foregoing Assignment, hereby accepts said Assignment and hereby agrees to keep, perform and be bound by all of the terms, covenants and conditions in said Lease on the part of the Lessee therein to be kept and performed to all intents and purposes as though the undersigned Assignee was the original Lessee there under.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jan DeJulio

## **ASSIGNMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Glen V. Freter, Trustee of the Harry G. Freter Trust dated July 1, 1994 (Harry G. Freter, deceased) hereby transfers and assigns to Jan DeJulio, all rights, title and interest of the undersigned under that certain Lease between the County of Riverside and Harry Freter dated December 19, 1990, and as amended September 14, 2004, pertaining to the premises described as 1,092 Square Feet of land known as Port-a-Port Space No. 28 at French Valley Airport, County of Riverside, State of California, said Lease is attached as Exhibit "A". The execution of this Assignment and the transfer of all rights, title and interest herein are contingent upon the acceptance and approval by the Riverside County Board of Supervisors.

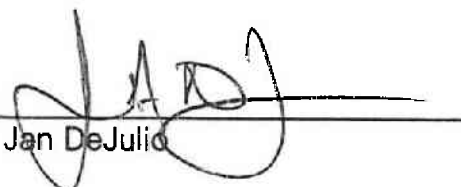
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Glen V. Freter, Trustee of the  
Harry G. Freter Trust dated July 1, 1994  
(Harry G. Freter, deceased)

## **ACCEPTANCE AND AGREEMENT**

The undersigned, Jan DeJulio, named in the foregoing Assignment, hereby accepts said Assignment and hereby agrees to keep, perform and be bound by all of the terms, covenants and conditions in said Lease on the part of the Lessee therein to be kept and performed to all intents and purposes as though the undersigned Assignee was the original Lessee there under.

Dated: 12/21/2015

By:   
Jan DeJulio

**ATTACHMENT E**

Lease

Port-a-Port Space No. 28

(Behind this Page)

PAP #28

924



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

July 23, 2004

**SUBJECT:** First Amendment to Lease between the County of Riverside and various Port-A-Port Owners at French Valley Airport, Third District

**RECOMMENDED MOTION:** That the Board of Supervisors: 1) Approve the First Amendments to Lease, and 2) Authorize the Chairman to execute the First Amendment to Lease for the following Leases at French Valley: (CONTINUED ON PAGE 2)

**BACKGROUND:** The Economic Development Agency has received First Amendments to Lease from Donald Besancon, William D. Blair, Thomas J. Bruther, Frank Davis, Jan DeJulio, Lowell W. Dexter, Joe Diorio, **Harry Freter**, Kathleen Hamilton, Douglas Jardine, Richard Kimball, Al Mackie, MDS Alarms and Aerotrack, Inc., PCH Ruby, Inc., Remy Madiaraga, Eion McDowell, James L. Neeley, Bart Phillips, Verne Poole and Kristine Poole, Phil Roy, Kenneth Rauton, Richard Weiner, Kathleen Wirtz.

The First Amendment to Lease extends the term of the Lease from December 31, 2010 to December 31, 2020, provides an option to extend the term for an additional ten years, imposes requirements for providing aircraft identification numbers, provides for the payment of a 10% penalty for delinquent rent, provides for adjusting rent by appraisal in the year 2010 and brings insurance requirements in compliance with current County standards. The Economic Development Agency's Aviation Division Staff recommends approval of the First Amendments to Lease. County Counsel has approved the documents as to form.

F:\Shared\EDCOM\AIRPORTS\FRVALLEY\Port A  
Ports\PAP 1st AMD F11 jul 2304.doc

*Bradley J. Hudson*  
Bradley J. Hudson

Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	NA

**SOURCE OF FUNDS:** NA

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

**C.E.O. RECOMMENDATION:**

**APPROVE**

FORM APPROVED  
COUNTY COUNSEL

County Executive Office Signature

*Rhonda King*

AUG 18 2004

*London V. Ubo*

☐ Policy  
☐ Consent  
☐ Dept. Recomm.  
☒ Policy  
☐ Consent  
☐ Per Exec. Off.

Prev. Agn. Ref.: Dec 18, 1990 3.49

District: 3rd

Agenda Number:

**3.18**



(RECOMMENDED MOTION: CONTINUED)

(NOTE: The following leases were approved by the Riverside County Board of Supervisors on December 18, 1990.)

- 1) First Amendment to Lease between the County of Riverside and Plant Equipment, Incorporated, for 826 square feet of improved land at French Valley Airport commonly known as Space #01, Lessee Remy Madiaraga successor in interest to Plant Equipment, Incorporated.
- 2) First Amendment to Lease between the County of Riverside and John Gallagher for 826 square feet of improved land at French Valley Airport commonly known as Space #2, Lessee Richard Kimball successor in interest to John Gallagher.
- 3) First Amendment to Lease between the County of Riverside and Chuck Minert for 826 square feet of improved land at French Valley Airport commonly known as Space #03, Lessee MDS Alarms, a Sole Proprietorship and Aerotrack, Inc., a California corporation, successors in interest to Chuck Minert.
- 4) First Amendment to Lease between the County of Riverside and James L. Neeley for 1,092 square feet of land at French Valley Airport, County of Riverside, State of California and commonly known as space #4.
- 5) First Amendment to Lease between the County of Riverside and George Hugh Savord or Melanie J. Savord for 1,092 square feet of improved land at French Valley Airport commonly known as Space #05, Bart Phillips successor in interest to George Hugh Savord or Melanie J. Savord.
- 6) First Amendment to Lease between the County of Riverside and Gordon Hood approved for 1,092 square feet of improved land at French Valley Airport commonly known as Space #06, Richard Kimball successor in interest to Gordon Hood.
- 7) First Amendment to Lease between the County of Riverside and Ralph Daily for 1,092 square feet of improved land at French Valley Airport commonly known as Space #07, Joe Diorio successor in interest to Ralph Daily.
- 8) First Amendment to Lease between the County of Riverside and Reising Enterprises, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport commonly known as Space #8, Thomas J. Bruther successor in interest to Reising Enterprises, Inc.
- 9) First Amendment to Lease between the County of Riverside and Raymond Polizzi, for 1,092 square feet of improved land at French Valley Airport commonly known as Space #09, Richard Weiner successor in interest to Raymond Polizzi.
- 10) First Amendment to Lease between the County of Riverside and Al Harriman for 1,092 square feet of improved land at French Valley Airport commonly known as Space #10, Donald Besancon successor in interest to Al Harriman.
- 11) First Amendment to Lease between the County of Riverside and P.C.H. Ruby, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport, commonly known as space #11.
- 12) First Amendment to Lease between the County of Riverside and James L. Neeley, for 1,092 square feet of land, commonly known as space #12.
- 13) First Amendment to Lease between the County of Riverside and P.C.H. Ruby, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport, commonly known as space #13.

First Amendment to Lease

County of Riverside and Various Port-A-Port Owners at French Valley Airport

Page 3 of 4

July 23, 2004

14. First Amendment to Lease between the County of Riverside and Del Sol Corporation for 1,092 square feet of improved land at French Valley Airport commonly known as Space # 14, Al Mackie successor in interest to Del Sol Corporation.
15. First Amendment to Lease between the County of Riverside and Frank Davis for 1,092 square feet of land at French Valley Airport commonly known as space # 15.
16. First Amendment to Lease between the County of Riverside and John Merry and Catherine Merry for 1,092 square feet of improved land at French Valley Airport commonly known as Space # 16, Kenneth Rauton successor in interest to John Merry and Catherine Merry.
17. First Amendment to Lease between the County of Riverside and Chuck Minert for 1,092 square feet of improved land at French Valley Airport commonly known as Space #17, Joe Diorio successor in interest to Chuck Minert.
18. First Amendment to Lease between the County of Riverside and William R. Hasvold for 1,092 square feet of improved land at French Valley Airport commonly known as Space #18, Jan De Julio successor in interest to William R. Hasvold.
19. First Amendment to Lease between the County of Riverside and Donald Chapton for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #19, Verne Poole and Kristine Poole successors in interest to Donald Chapton.
20. First Amendment to Lease between the County of Riverside and Lowell W. Dexter for 1,092 square feet of land at French Valley Airport, commonly known as space #20.
21. First Amendment to Lease between the County of Riverside and Lowell W. Dexter for 1,092 square feet of land at French Valley Airport, commonly known as space #21
22. First Amendment to Lease between the County of Riverside and Douglas Kulberg for 1,089 square feet of improved land at French Valley Airport, commonly known as Space #22, P.C.H. Ruby, Inc. successor in interest to Douglas Kulberg.
23. First Amendment to Lease between the County of Riverside and Douglas Kulberg for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #23, Al Mackie successor in interest to Douglas Kulberg.
24. First Amendment to Lease between the County of Riverside and Harold Wertz for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #24, Kathleen Wertz successor in interest to Harold Wertz.
25. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #25.
26. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #26.
27. First Amendment to Lease between the County of Riverside and Kelly O'Neil for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #27, Kathleen Hamilton successor in interest to Kelly O'Neil.

28. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #28.
29. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #29.
30. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #30.
31. First Amendment to Lease between the County of Riverside and Harry Fretter for 1,549 square feet of improved land at French Valley Airport, commonly known as Space # 31, Douglas Jardine successor in interest to Harry Fretter.
32. First Amendment to Lease between the County of Riverside and Harry Fretter for 1,544 square feet of improved land at French Valley Airport commonly known as Space # 32, Jan De Julio successor in interest to Harry Fretter.
33. First Amendment to Lease between the County of Riverside and Bill Durenberger for 1,439 square feet of improved land at French Valley Airport, commonly known as Space # 33, Richard Kimball successor in interest to Bill Durenberger.
34. First Amendment to Lease between the County of Riverside and Plant Equipment, Incorporated for 2,060 square feet of improved land at French Valley Airport, commonly known as Space # 34, Phil Roy successor in interest to Plant Equipment, Incorporated.
35. First Amendment to Lease between the County of Riverside and William D. Blair for 826 square feet of land at French Valley Airport, commonly known as Space #35.
36. First Amendment to Lease between the County of Riverside and Eion McDowell for 1,092 square feet of land at French Valley Airport, commonly known as Space #36.

FIRST AMENDMENT TO LEASE  
FRENCH VALLEY AIRPORT

The COUNTY OF RIVERSIDE, herein called County, and Harry Freter, herein called Lessee, hereby agree to amend the Lease between the County of Riverside and Harry Freter approved by the Board of Supervisors of the County of Riverside on December 18, 1990 for 1,092 square feet of land, commonly known as Space #28, at French Valley Airport, County of Riverside, State of California, attached hereto as Exhibit A as follows:

1. Page 1, paragraph 2 add the following after the last sentence:

No other use will be permitted without first obtaining written permission from County. The aircraft to be stored in the Premises is described as follows:

Model: Quick Silver 500

Identification Number: 140LE

Should the aircraft stored in the hangar be replaced with another aircraft owned by Lessee or with a Sublessee's aircraft, Lessee agrees to notify County within ten (10) days and supply County with the Make, Model and Identification number of the replacement aircraft. In addition, Lessee shall provide, or shall cause Sublessee to provide, all required Certificates of Insurance, endorsements and any other documentation required herein with respect to the replacement aircraft being stored in the hangar.

2. Page 1, paragraph 3. Term, subparagraph (a) line 14, the termination date shall be changed to December 31, 2020.

3. Page 1, paragraph 3. Term, after subparagraph (b) add the following subparagraph (c):

(c) Lessee shall have the option to extend the term of this Lease for an additional period of ten (10) years on the same terms and conditions, except that the basic monthly rent on July 1, 2030 shall be adjusted in the same manner as

1 provided for in paragraph 6 below (except that the 25% limit on the increase in  
2 fair market value rent in the initial term of the Lease shall not apply to the option  
3 period) commencing at the end of the initial term, provided that Lessee, at the  
4 time of exercising the option, is in full compliance with the terms of this Lease.  
5 Lessee shall notify County in writing of its intention to exercise the option to  
6 extend the term of the Lease not more than six (6) months, or less than three (3)  
7 months, from the expiration date of the initial term. Should Lessee fail to remain  
8 in compliance with the terms and conditions of this Lease during the period after  
9 exercising the option and prior to the end of the initial term, the option to extend  
10 will become void.

11 4. Page 1 paragraph 4. Basic Rent, subparagraph (a), line 20, the amount of rent,  
12 shall be changed to read one hundred one and <sup>82/100</sup> dollars (\$101.82) per month,  
13 which is the current basic monthly rent being paid by Lessee.

14 5. Page 1, paragraph 4. Basic Rent, subparagraph (b) shall be deleted and the  
15 following subparagraph (b) substituted:

16 (b) The basic monthly rent is due and payable on or before the first day of  
17 the appropriate month during the term of this Lease agreement and shall be  
18 considered delinquent, if not paid by the 15<sup>th</sup> of the month. If the monthly rent  
19 becomes delinquent, Lessee will be charged a late fee equivalent to ten  
20 percent (10%) of the delinquent rental amount, exclusive of late fees, for each  
21 month that rent is delinquent.

22 6. Page 1, paragraph 5. Basic Rental Adjustment shall be deleted in its entirety and  
23 in its place the following shall be inserted:

24 5. Basic Rental Adjustment

25 (a) Beginning July 1, 2004 and on every July 1<sup>st</sup> thereafter during the  
26 term of this Lease and any extension thereof, except for the year 2010 as  
27 provided for in 5 (b) below, the basic monthly rent specified in paragraph 4  
28 shall be increased by the same percentage as the increase in the Consumer



1 Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County  
2 Area, All Items, for the twelve (12) month period ending three (3) months prior  
3 to July 1, 2004. Nothing herein shall be deemed to provide for any reduction  
4 in the amount of the basic monthly rent from the previous year.

5 (b) On July 1, 2010, the basic monthly rent shall be one-twelfth (1/12)  
6 of eight percent (8%) of the appraised fair market value of the premises  
7 leased, exclusive of improvements. A property appraisal for this purpose is to  
8 be performed by an independent certified appraiser, procured by County,  
9 knowledgeable in aviation appraising and in good standing with the American  
10 Institute of Real Estate Appraisers. Once established, said rent shall be  
11 adjusted annually in the manner set forth in Paragraph 5(a) above. Nothing  
12 herein shall be deemed to provide for any reduction in, or for an increase  
13 greater than 25%, of the basic monthly rent of the previous year.

14 7. Page 2, paragraph 6 Improvements. Add subparagraph (c) as follows:

15 (c) Relocating the Hangar: Lessee shall advise County in writing prior to  
16 any relocation of the hangar. Lessee agrees that no relocation shall occur  
17 unless the County agrees, in writing, to the method, scheduling and route of  
18 hangar movement prior to move. Such Agreement by the County to Lessee  
19 relocating the hangar will not be unreasonable withheld. If Lessee is to use an  
20 outside relocation service, such service must meet the County's insurance  
21 requirements and provide evidence of their insurance prior to coming onto the  
22 airport premises.

23 8. Page 3, paragraph 8 Ingress and Egress. Add the following sentence:

24 Lessee shall comply with all Airport security policies and procedures when  
25 entering or leaving the Airport premises.

26 9. Page 4, paragraph 15. Termination By Lessee, delete this paragraph in its  
27 entirety.

28 ///

1 10. Page 5, paragraph 18. Insurance shall be deleted and replaced by the following:

2 18. Insurance. Lessee shall procure and maintain or cause to be  
3 maintained, at its sole cost and expense, the following insurance coverages  
4 during the term of this Lease. The procurement and maintenance of insurance  
5 required below will not diminish or limit Lessee's obligation to indemnify or hold  
6 the County harmless.

7 (a) Workers' Compensation: If Lessee has employees as defined  
8 by the State of California, Lessee shall maintain Workers' Compensation  
9 Insurance (Coverage A) as prescribed by the laws of the State of California.  
10 Policy shall include Employers' Liability (Coverage B) including Occupational  
11 Disease with limits not less than \$1,000,000 per person per accident. Policy  
12 shall be endorsed to waive subrogation in favor of the County of Riverside.  
13 Lessee shall require Sublessees to meet this insurance requirement and  
14 provide County with evidence of coverage and required endorsements.  
15 Sublessee shall provide an endorsement to waive subrogation in favor of the  
16 Lessee and the County of Riverside.

17 If Lessee or Sublessees do not have employees, they will provide  
18 County with a written statement to that effect.

19 (b) Airport General Liability: If Lessee does not have Premises  
20 Liability included within their Aircraft Liability coverage, or, Lessee does not  
21 have Premises Liability coverage under the Port A Port Owners Association's  
22 insurance program, then Lessee shall maintain Airport General Liability  
23 insurance coverage, including but not limited to, premises liability, and  
24 contractual liability, covering claims or occurrences which may arise from or out  
25 of Lessee's performance of its obligations hereunder. Policy shall name all  
26 Agencies, Districts, Special Districts, and Departments of the County of  
27 Riverside, its respective directors, officers, Board of Supervisors, employees,  
28 elected or appointed officials, agents or representatives as Additional Insureds.

1 Policy's limit of liability shall not be less than \$1,000,000 per occurrence and in  
2 the aggregate if applicable.

3 If Lessee subleases one or more hangars, Lessee shall either:

4 (1) Require each Sublessee to maintain Airport General Liability  
5 or the Port A Port Owners Association's insurance program or maintain Aircraft  
6 Liability Insurance covering premises liability insurance. Such coverage shall  
7 name the Lessee and all Agencies, Districts, Special Districts, and  
8 Departments of the County of Riverside, its respective directors, officers, Board  
9 of Supervisors, employees, elected or appointed officials, agents or  
10 representatives as Additional Insureds. Lessee shall provide County with  
11 evidence of coverage and all required endorsements for each tenant; or,

12 (2) Acquire Airport General Liability Insurance that includes  
13 coverage for Contingent Liability and provide County with evidence of coverage  
14 and all required endorsements.

15 (c) Vehicle Liability: If Lessee's vehicles or mobile equipment enter the  
16 operating area of the French Valley Airport, then Lessee shall maintain liability  
17 insurance for all owned, non-owned or hired vehicles used in an amount not less  
18 than \$1,000,000 per occurrence combined single limit. Policy shall name all  
19 Agencies, Districts, Special Districts, and Departments of the County of  
20 Riverside, its respective directors, officers, Board of Supervisors, employees,  
21 elected or appointed officials, agents or representatives as Additional Insureds.

22 If Lessee subleases hangars, Lessee shall require its Sublessees to  
23 provide Vehicle Liability Insurance, as specified above, and provide County with  
24 evidence of coverage and all required endorsements. Sublessees shall name  
25 Lessee and County as additional insureds in accordance to the requirements  
26 contained herein.

27 (d) Aircraft Liability Insurance. Lessee shall provide Aircraft  
28 Liability insurance for all owned and non-owned aircraft operated by the Lessee



1 in an amount not less than \$1,000,000.00 combined single limit per occurrence  
2 for bodily injury, including death, and property damage and coverage shall  
3 include, but is not limited to, premises liability. The policy will be endorsed to  
4 include all Agencies, Districts, Special Districts, and Departments of the County  
5 of Riverside, their respective directors, officers, Board of Supervisors,  
6 employees, elected or appointed officials, agents or representative as  
7 Additional Insureds. If Lessee maintains premises liability coverage under a  
8 separate policy, which provides coverage for exposures arising from this Lease,  
9 Lessee is not required to maintain premises liability within the Aircraft Liability  
10 coverage.

11 Lessee shall require Sublessees to meet this insurance  
12 requirement and provide County with evidence of coverage and required  
13 endorsements.

14 (e) General Insurance Provisions – All lines:

15 (1) Any insurance carrier providing insurance coverage  
16 hereunder shall be admitted to the State of California and have an AM BEST  
17 rating of not less than A: VIII (A:8), unless such requirements are waived in  
18 writing by the County Risk Manager. If the County's Risk Manager waives a  
19 requirement for a particular insurer, such waiver is only valid for that specific  
20 insurer and only for one policy term.

21 (2) The Lessee's insurance carrier(s) must declare its  
22 insurance deductibles or self-insured retentions. If such deductibles or self-  
23 insured retentions exceed \$50,000 per occurrence such deductibles and/or  
24 retentions shall have the prior written consent of the County Risk Manager  
25 before the commencement of operations under this Agreement. Upon  
26 notification of deductibles or self insured retention's unacceptable to the County,  
27 and at the election of the County's Risk Manager, Lessee's carriers shall either;  
28 1) reduce or eliminate such deductibles or self-insured retention's as respects

1 this Agreement with the County, or 2) procure a bond which guarantees  
2 payment of losses and related investigations, claims administration, and defense  
3 costs and expenses.

4 (3) Lessee shall cause its insurance carrier to furnish the  
5 County of Riverside with either 1) a properly executed original Certificate of  
6 Insurance and certified original copies of Endorsements effecting coverage as  
7 required herein, and 2) if requested to do so in writing by the County Risk  
8 Manager, provide original Certified copies of policies including all Endorsements  
9 and all attachments thereto, showing such insurance is in full force and effect.  
10 Further, said Certificate(s) and policies of insurance shall contain the covenant  
11 of the insurance carrier(s) that thirty (30) days written notice shall be given to the  
12 County of Riverside prior to any cancellation, expiration or reduction in coverage  
13 of such insurance. In the event of a, cancellation, expiration, or reduction in  
14 coverage, this Agreement shall terminate forthwith, unless the County of  
15 Riverside receives, prior to such effective date, another properly executed  
16 original Certificate of Insurance and original copies of endorsements or certified  
17 original policies, including all endorsements and attachments thereto evidencing  
18 coverage's set forth herein and the insurance required herein is in full force and  
19 effect.

20 Lessee shall not commence operations under this Lease until the County  
21 has been furnished original Certificate(s) of insurance and certified original  
22 copies of endorsements and, if requested, certified original policies of Insurance  
23 including all endorsements and any and all other attachments as required in this  
24 Section. An individual authorized by the insurance carrier to do so on its behalf  
25 shall sign the original endorsements for each policy and the Certificate of  
26 Insurance.

27 (4) It is understood and agreed to by the parties hereto and the  
28 insurance company(s), that the Certificate(s) of Insurance and policies shall so

1 covenant and shall be construed as primary insurance, and the County's  
2 insurance and/or deductibles and/or self-insured retention's or self-insured  
3 programs shall not be construed as contributory.

4 (5) County's Reserved Rights – Insurance: County reserves  
5 the right to adjust the limits of insurance coverage as required in Paragraph 18  
6 herein every fifth year during the term of this Lease provided, however that any  
7 adjustment herein shall not increase the monetary limits of insurance for the  
8 preceding five (5) years in excess of fifty percent (50%). The foregoing  
9 notwithstanding any adjustments to the monetary limits in the year 2005 will not  
10 exceed twenty five percent (25%). Lessee shall notify County and County shall  
11 notify Lessee of any claim made by a third party or any incident or event that  
12 may give rise to a claim arising from this Lease.

13 11. Page 6, paragraph 20. Hold Harmless, subparagraph (b), delete and replace with  
14 following:

15 (b) Lessee shall indemnify and hold harmless all Agencies, Districts,  
16 Special Districts and Departments of the County of Riverside, its respective  
17 directors, officers, Board of Supervisors, elected and appointed officials,  
18 employees, agents and representatives from any liability whatsoever based or  
19 asserted upon any services, or activities of Lessee, its officers, employees,  
20 subcontractors, agents or representatives, if any, arising out of or in any way  
21 relating to this Agreement, including but not limited to property damage, bodily  
22 injury, or death or any other element of any kind or nature whatsoever, or  
23 resulting from any reason whatsoever arising out of or from the performance of  
24 Lessee, its officers, agents, employees, subcontractors, sublessees, agents or  
25 representatives from this Agreement.

26 Lessee shall defend at its sole cost and expense, all costs and  
27 fees including but not limited to attorney fees, cost of investigation, defense and  
28 settlements or awards of all Agencies, Districts, Special Districts and

1 Departments of the County of Riverside - its directors, officers, Board of  
2 Supervisors, elected and appointed officials, employees agents and  
3 representatives in any claim or action based upon such alleged acts or  
4 omissions.

5 With respect to any action or claim, Lessee shall at its sole cost  
6 and expense have the right to use counsel of its own choice and shall have the  
7 right to adjust, settle, or compromise any such action or claim without the prior  
8 consent of County provided, however, that any such adjustment, settlement or  
9 compromise in no manner whatsoever limits or circumscribes Lessee's  
10 indemnification to County as set forth herein. Lessee's obligation hereunder  
11 shall be satisfied when Lessee has provided to County the appropriate form of  
12 dismissal relieving County from any liability for the action or claim involved.

13 The specified insurance limits required in this Agreement shall in  
14 no way limit or circumscribe Lessee's obligations to indemnify and hold  
15 harmless the County herein from third party claims.

16 (c) Aircraft Hull - Hold Harmless; Lessee hereby accepts  
17 responsibility for any physical loss or damage to owned or non-owned aircraft in  
18 Lessee's care, custody, or control while aircraft is upon or about the Airport  
19 premises; and, Lessee agrees to hold harmless the County for any loss or  
20 damage, regardless of the cause for such loss or damage, to owned or non-  
21 owned aircraft and to any associated aircraft property, including, but not limited  
22 to, aircraft, its contents, equipment and spare parts.

23 (d) Sublessee Requirements. If Lessee subleases hangars, Lessee  
24 shall pass down to each Sublessee the indemnification requirements contained  
25 herein requiring the Sublessee to indemnify both the Lessee and the County as  
26 required in paragraph 20 of the Lease as amended herein.

27 12. All other provisions of the Lease, not otherwise affected by this Amendment, shall  
28 remain the same.

1 13. Construction of Amendment: The parties hereto negotiated this First Amendment  
2 at arms length and with the advice of their respective attorneys, and no provisions  
3 contained herein shall be construed against County solely because it prepared this  
4 First Amendment in its executed form.

5  
6 Date: \_\_\_\_\_

LESSEE

Harry Freter

7  
8  
9 By: \_\_\_\_\_

By: Harry Freter

10  
11 Date: SEP 14 2004

LESSOR

COUNTY OF RIVERSIDE

12  
13  
14  
15 By: Joey Wilson  
Chairman, Board of Supervisors

16  
17  
18 ATTEST:  
NANCY ROMERO, Clerk of the Board

FORM APPROVED  
WILLIAM C. KATZENSTEIN, County Counsel

19  
20 By: Corinne Daly  
Deputy

21 By: Gordon V. Woo 8/18/04  
Deputy

22 (SEAL)

23 EXHIBIT A: Lease

24 F:\Shared\EDCOM\AIRPORTS\FRVALLEY\Port A Ports\FIRST AMENDMENTS\PAP #28 Freter 1st AMD mar 2504.DOC

ASSIGNMENT

I, HARRY G. FRETER, hereby convey, assign and transfer all my right, title and interest in and to all of my seven (7) aircraft hangers located at Murietta, California, to HARRY G. FRETER, Trustee, U.T.D. July 1, 1994.

EXECUTED at San Diego, California, on May 1, 1996.


  
\_\_\_\_\_  
HARRY G. FRETER

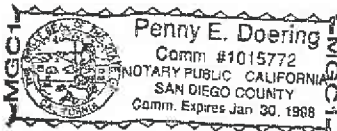
STATE OF CALIFORNIA    )  
                                  ) S.S.  
COUNTY OF SAN DIEGO    )

On May 1, 1996, before me, Penny E. Doering, a Notary Public in and for said County and State, personally appeared HARRY G. FRETER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(S E A L)

  
\_\_\_\_\_  
Notary Public





LEASE  
(Port-a-Port T-Hangar for Aircraft Storage)

The COUNTY OF RIVERSIDE, herein called County, leases to Harry Protev, herein called Lessee, the property described below upon the following terms and conditions:

1. Description. The premises leased hereby are located within French Valley Airport, Murrieta, California and consist of approximately 1092 square feet of land identified as Space No. 28, as more particularly shown on Exhibit "A", attached hereto and by this reference made a part of this lease.

2. Use. The premises are leased hereby for the purpose of installing and maintaining a Port-a-Port T-Hangar therein for aircraft storage and aircraft supporting equipment in connection therein.

3. Term.

(a) The term of this lease shall be for a period commencing December 1, 1990, and terminating December 31, 2010, subject to the provisions contained in Paragraphs 14 and 15 herein.

(b) Any holding over by Lessee after the expiration of this lease shall be on a day-to-day basis strictly, and continuing tenancy rights shall not accrue to Lessee.

4. Basic Rent.

(a) Lessee shall pay to County the sum of \$ 79.00 per month as basic rent for the leased premises, payable, in advance, on the 1<sup>st</sup> day of the month.

(b) In the event Lessee fails, or refuses, to make his monthly rental payment in the amount and on the date as required in Paragraph 4(a) herein, Lessee shall pay to County an additional amount of \$ 10.00 as an administrative charge, which charge represents a minimal cost incurred by County by virtue of such failure or refusal.

5. Basic Rental Adjustment.

(a) The basic monthly rent shall be adjusted every year during the term of this lease in the following manner:

(1) Divide the Consumer Price Index for the month of January, 1991, into the Consumer Price Index

1 for the month of January immediately preceding the  
2 anniversary in which the basic monthly rent is to be  
adjusted.

3 (2) Multiply the quotient obtained in  
4 Paragraph 5 (a)(1) above by the basic monthly rent.

5 (3) The result of such multiplication obtained  
6 in Paragraph 5 (a)(2) above shall be the monthly rent for  
the succeeding year.

7 The Consumer Price Index referred to herein is the  
8 All Urban Consumers (U.S. City Average) published monthly by the  
9 U.S. Bureau of Labor Statistics. The Consumer Price Index for the  
10 month of January, 1991, is \_\_\_\_\_. If the Consumer Price  
Index is discontinued or revised during the term of this lease,  
such other government index or computation with which it is  
replaced shall be used in order to obtain substantially the same  
result as would be obtained if the index had not been discontinued.

11 In no event, however, shall the monthly rent be less  
12 than the basic monthly rent set forth in Paragraph 4 herein.

13 6. Improvements.

14 (a) Lessee shall have the right to place or install  
15 a Port-a-Port T-Hangar upon the leased premises. No other  
16 alterations, improvements or installations of fixtures of any  
17 kind whatsoever shall be undertaken by Lessee, unless Lessee has  
18 first obtained written approval therefor from County's Managing  
19 Director of its Economic Development Agency. Lessee understands  
and agree that such improvements, alterations and installations of  
fixtures may be subject to County Ordinance Nos. 348 and 457, as  
well as other applicable County Ordinances, and that Lessee shall  
fully comply with such ordinances prior to the commencement of any  
construction in connection therewith.

20 (b) All alterations and improvements made, and  
21 fixtures installed, by Lessee on or upon the leased premises in  
22 accordance with the provisions of Paragraph 6(a) herein shall  
23 remain the property of Lessee, provided however, that Lessee  
24 removes, at his expense, such alterations, improvements and  
25 fixtures at or prior to the expiration of this lease and restores  
26 the leased premises to their original shape and condition as  
27 nearly as practicable. In the event any such alterations,  
28 improvements and fixtures are not so removed, County may, at its  
election, either, (1) remove and store such alterations,  
improvements and fixtures and restore the premises for the account  
of Lessee, in such event Lessee shall, within 30 days after  
billing and accounting therefore, reimburse County for the costs  
so incurred or (2) take and hold such alterations, improvements  
and fixtures as its sole property for no further consideration of  
any kind, and Lessee shall execute any documents that may be  
required or necessitated conveying Lessee's interest in such  
alterations, improvements and fixtures to County.



1           7.   Restrictions.

2           (a)   Lessee shall not use the leased premises or  
3 store any personal property therein or thereon, for the purpose of  
4 conducting any activity upon or within the French Valley Airport  
5 premises for which any form of remuneration is expected or  
6 received unless such activity is permitted under a separate  
7 agreement or lease between County and Lessee.

8           (b)   Lessee shall not fuel or defuel an aircraft  
9 inside or upon the leased premises or within 25 feet of any  
10 hangar. Lessee shall not store any highly volatile materials  
11 including, but not limited to, paint products and aviation fuels,  
12 within or outside of the leased premises; provided, however, that  
13 Lessee may store fuel in his aircraft's fuel tanks.

14           8.   Ingress and Egress. Lessee shall be permitted  
15 ingress and egress to and from the leased premises through  
16 established gates and/or over such routes as are designated by  
17 County's Managing Director of its Economic Development Agency.

18           9.   Utilities. County shall provide, or cause to be  
19 provided all water and electrical services as may be required in  
20 the use of the leased premises; provided, however that Lessee  
21 shall pay to County for all such electrical service, upon  
22 accounting and billing therefor by County to Lessee. Lessee shall  
23 provide and pay for all other utility services that it may require  
24 or desire in his use of the leased premises.

25           10. Maintenance. Lessee shall maintain the leased  
26 premises in a neat, safe, orderly and attractive manner during the  
27 term of this lease. Lessee shall deposit all waste, rubbish and  
28 debris in receptacles provided by County in the vicinity of the  
Port-a-Port T-Hangars; provided, however, that crank case  
drainages and other liquids shall be removed from the airport  
premises.

          11. Inspection of Premises. County, through its duly  
authorized agents, shall have, at any time during normal business  
hours, the right to enter the leased premises for the purpose of  
inspecting, monitoring and evaluating the obligations of Lessee  
hereunder and for the purpose of doing any and all things which it  
is obligated and has a right to do under this lease.

          12. Quiet Enjoyment. Lessee shall have, hold and  
quietly enjoy the use of the leased premises so long as he  
shall fully and faithfully perform the terms and conditions  
that he is required to do under this lease.

          13. Compliance with Government Regulations. Lessee  
shall, at Lessee's sole cost and expense, comply with the  
requirements of all local, state and federal statutes,  
regulations, rules, ordinances and orders now in force or which  
may be hereafter in force, pertaining to the leased premises. The  
final judgment, decree or order of any Court of competent

1 jurisdiction, or the admission of Lessee in any action or  
2 proceedings against Lessee, whether Lessee be a party thereto or  
3 not, that Lessee has violated any such statutes, regulations,  
rules, ordinances, or orders, in the use of the leased premises,  
shall be conclusive of that fact as between County and Lessee.

4 14. Termination by County. County shall have the right  
5 to terminate this lease forthwith:

6 (a) In the event a petition is filed for voluntary  
7 or involuntary bankruptcy for the adjudication of Lessee as a  
debtor.

8 (b) In the event that Lessee makes a general  
9 assignment, or Lessee's interest hereunder is assigned  
involuntarily or by operation of law, for the benefit of creditors.

10 (c) In the event of abandonment of the leased  
premises by Lessee.

11 (d) In the event Lessee fails or refuses to  
12 perform, keep or observe any of Lessee's duties or obligations  
hereunder except his rental obligations; provided, however,  
13 that Lessee shall have fifteen (15) days in which to correct  
Lessee's breach or default after written notice thereof has been  
served on Lessee by County.

14 (e) In the event Lessee fails, or refuses, to  
15 meet his rental obligations, or any of them, hereunder or as  
otherwise provided by law.

16 15. Termination by Lessee.

17 (a) Lessee shall have the right to terminate this  
18 lease subject to thirty (30) days written notice thereof to County.

19 16. Eminent Domain. If any portion of the leased  
20 premises shall be taken by eminent domain and a portion thereof  
remains which is usable by Lessee for the purpose set forth in  
Paragraph 2 herein, this lease shall, as to the part taken,  
21 terminate as of the date title shall vest in the condemnor, or  
the date prejudgment possession is obtained through a court of  
22 competent jurisdiction, whichever is earlier, and the rent payable  
hereunder shall abate pro rata as to the part taken; provided,  
23 however, in such event County reserves the right to terminate this  
lease as of the date when title to the part taken vests in the  
24 condemnor or as of such date of prejudgment possession. If all of  
the leased premises are taken by eminent domain, or such part is  
25 taken so that the leased premises are rendered unusable for the  
purposes set forth in Paragraph 2 herein, this lease shall  
26 terminate. If a part or all of the leased premises be so taken,  
the compensation awarded upon such taking shall be paid to the  
27 parties hereto in accordance with the values attributable to their  
respective interests in such eminent domain proceedings.

28

1           17. Continuation of Lease After Abandonment. Even  
2 though Lessee has abandoned the leased premises, this lease shall  
3 continue in effect for so long as County does not terminate  
4 Lessee's right to possession, and County may enforce all of its  
5 rights and remedies under this lease, including, but not limited  
6 to, the right to recover rent as it becomes due hereunder. For  
the purposes of this Paragraph 17, acts of maintenance or  
preservation or efforts by County to relet the premises, or the  
appointment of a receiver or initiative of County to protect its  
interest under this lease do not constitute a termination of  
Lessee's right to possession.

7           18. Insurance. Lessee shall during the term of this  
8 lease:

9           (a) Procure and maintain comprehensive general  
10 liability insurance coverage that shall protect Lessee from claims  
11 for damages for personal injury, including, but not limited to,  
12 accidental and wrongful death, as well as from claims for property  
13 damage, which may arise from Lessee's use of the leased premises  
14 or the performance of his obligations hereunder, whether such  
use or performance be by Lessee, by any subcontractor, or by  
anyone employed directly or indirectly by either of them. Such  
insurance shall name County as an additional  
insured with respect to this lease and the obligations of Lessee  
hereunder. Such insurance shall provide for limits of not less  
than \$500,000 per occurrence.

15           (b) Cause his insurance carriers to furnish  
16 County by direct mail with Certificate(s) of Insurance showing  
17 that such insurance is in full force and effect, and that County  
18 is named as an additional insured with respect to this lease and  
19 the obligations of Lessee hereunder. Further, said Certificate(s)  
20 shall contain the covenant of the insurance carrier(s) that thirty  
21 (30) days written notice shall be given to County prior to  
22 modification, cancellation or reduction in coverage of such  
23 insurance. In the event of any such modification, cancellation or  
reduction in coverage and on the effective date thereof, this  
lease shall terminate forthwith, unless County receives prior to  
such effective date another certificate from an insurance carrier  
of Lessee's choice that the insurance required herein is in full  
force and effect. Lessee shall not take possession or otherwise  
use the leased premises until County has been furnished  
certificate(s) of insurance as otherwise required in this  
Paragraph 18.

24           19. County's Reserved Rights - Insurance. County  
25 reserves the right to adjust the monetary limits of insurance  
26 coverage as required in Paragraph 18 herein every fifth year  
27 during the term of this lease; provided, however, that any  
adjustment herein shall not increase the monetary limits of  
insurance coverage for the preceding five (5) years in excess of  
twenty-five percent (25%) thereof.



1                   20. Hold Harmless.

2                   (a) Lessee represents that he has inspected the  
3 leased premises, accepts the condition thereof and fully assumes  
4 any and all risks incidental to the use thereof. County shall not  
5 be liable to Lessee, his agents, employees, subcontractors or  
6 independent contractors for any personal injury or property damage  
7 suffered by them which may result from hidden, latent or other  
8 dangerous conditions in, on, upon or within the leased premises;  
9 provided, however, that such dangerous conditions are not caused  
10 by the sole negligence of County, its officers, agents or  
11 employees.

12                   (b) Lessee shall indemnify and hold County, its  
13 officers, agents, employees and independent contractors free and  
14 harmless from any liability whatsoever, based or asserted upon any  
15 act or omission of Lessee, his agents, employees,  
16 subcontractors and independent contractors, for property damage,  
17 bodily injury, or death (Lessee's employees included) or any other  
18 element of damage of any kind or nature, relating to or in anywise  
19 connected with or arising from his use and responsibilities in  
20 connection therewith of the leased premises or the condition  
21 thereof, and Lessee shall defend, at his expense, including  
22 attorney fees, County, its officers, agents, employees and  
23 independent contractors in any legal action based upon such  
24 alleged acts or omissions.

25                   (c) The specified insurance limits required in  
26 Paragraph 18 herein shall in no way limit or circumscribe Lessee's  
27 obligations to indemnify and hold County free and harmless herein.

28                   21. Assignment.

1                   (a) Except as provided in Paragraph 21(b) below,  
2 Lessee cannot assign, sublet, mortgage, hypothecate or otherwise  
3 transfer in any manner any of its rights, duties or obligations  
4 hereunder to any person or entity without the written consent of  
5 County being first obtained.

6                   (b) Lessee may sublet the leased premises provided  
7 that such subletting: (1) is in writing, copy of which shall be  
8 forwarded to County upon execution thereof, (2) includes a  
9 provision therein subjecting the sublease(s) to the terms and  
10 conditions of this lease, and (3) shall be in a format previously  
11 approved by County.

12                   22. Toxic Materials. During the term of this lease and  
13 any extensions thereof, Lessee shall not violate any federal,  
14 state or local law, or ordinance or regulation, relating to  
15 industrial hygiene or to the environmental condition on, under or  
16 about the leased premises including, but not limited to, soil and  
17 ground water conditions. Further, Lessee, its successors, assigns  
18 and sublease, shall not use, generate, manufacture, produce, store  
19 or dispose of on, under or about the leased premises or transport  
20 to or from the leased premises any flammable explosives, asbestos,

1 radioactive materials, hazardous wastes, toxic substances or  
2 related injurious materials, whether injurious by themselves or in  
3 combination with other materials (collectively, "hazardous  
4 materials"). For the purpose of this lease, hazardous materials  
5 shall include, but not be limited to, substances defined as  
6 "hazardous substances," "hazardous materials," or "toxic  
7 substances" in the Comprehensive Environmental Response,  
8 Compensation and Liability Act of 1980, as amended, 42 U.S.C.  
9 Section 9601, et seq.; the Hazardous Materials Transportation Act,  
10 49 U.S.C. Section 1801, et seq.; the Resource Conservation and  
11 Recovery Act, 42 U.S.C. Section 6901, et seq.; and those  
12 substances defined as "hazardous wastes" in Section 25117 of the  
13 California Health and Safety Code or as "hazardous substances" in  
14 Section 25316 of the California Health and Safety Code; and in the  
15 regulations adopted in publications promulgated pursuant to said  
16 laws.

17 23. Free from Liens. Lessee shall pay, when due, all  
18 sums of money that may become due for any labor, services,  
19 material, supplies, or equipment, alleged to have been furnished  
20 or to be furnished to Lessee, in, upon, or about the leased  
21 premises, and which may be secured by a mechanics', materialmen's  
22 or other lien against the leased premises or County's interest  
23 therein, and will cause each such lien to be fully discharged and  
24 released at the time the performance of any obligation secured by  
25 such lien matures or becomes due; provided, however, that if  
26 Lessee desires to contest any such lien, he may do so, but  
27 notwithstanding any such contest, if such lien shall be reduced to  
28 final judgment, and such judgment or such process as may be issued  
for the enforcement thereof is not promptly stayed, or if so  
stayed, and said stay thereafter expires, then and in such event,  
Lessee shall forthwith pay and discharge said judgment.

23 24. Employees and Agents of Lessee. It is understood  
24 and agreed that all persons hired or engaged by Lessee shall be  
25 considered to be employees or agents of Lessee and not of County.

25 25. Binding on Successors. Lessee, his assigns and  
26 successors in interest, shall be bound by all the terms and  
27 conditions contained in this lease, and all of the parties thereto  
28 shall be jointly and severally liable hereunder.

26 26. Waiver of Performance. No waiver by County at any  
27 time of any of the terms and conditions of this lease shall be  
28 deemed or construed as a waiver at any time thereafter of the same  
or of any other terms or conditions contained herein or of the  
strict and timely performance of such terms and conditions.

27 27. Severability. The invalidity of any provision in  
28 this lease as determined by a court of competent jurisdiction  
shall in no way affect the validity of any other provision hereof.

28 28. Venue. Any action at law or in equity brought by  
either of the parties hereto for the purpose of enforcing a right  
or rights provided for by this lease shall be tried in a Court of

1 competent jurisdiction in the County of Riverside, State of  
2 California, and the parties hereby waive all provisions of law  
3 providing for a change of venue in such proceedings to any other  
4 County.

5 29. Attorneys' Fees. In the event of any litigation or  
6 arbitration between Lessee and County to enforce any of the  
7 provisions of this lease or any right of either party hereto, the  
8 unsuccessful party to such litigation or arbitration agrees to pay  
9 to the successful party all costs and expenses, including  
10 reasonable attorneys' fees, incurred therein by the successful  
11 party, all of which shall be included in and as a part of the  
12 judgment or award rendered in such litigation or arbitration.

13 30. Notices. Any notices required or desired to be  
14 served by either party upon the other shall be addressed to the  
15 respective parties as set forth below:

16	<u>COUNTY</u>	<u>Lessee</u>
17	County of Riverside	<u>Harold A. Lister</u>
18	Economic Development Agency	<u>P.O. Box 932</u>
19	Aviation Unit	<u>Fullerton CA 92625</u>
20	P.O. Box 1180 - 3499 Tenth Street	
21	Riverside, CA 92502	

22 or to such other addresses as from time to time shall be  
23 designated by the respective parties.

24 31. Permits, Licenses and Taxes. Lessee shall secure,  
25 at his expense, all necessary permits and licenses as he may  
26 be required to obtain, and Lessee shall pay for all fees and taxes  
27 levied or required by any authorized public entity. Lessee  
28 recognizes and understands that this lease may create a possessory  
interest subject to property taxation and that Lessee may be  
subject to the payment of property taxes levied on such interest.

32. Paragraph Headings. The paragraph headings herein  
are for the convenience of the parties only, and shall not be  
deemed to govern, limit, modify or in any manner affect the scope,  
meaning or intent of the provisions or language of this lease.

33. County's Representative. County hereby appoints the  
Managing Director of its Economic Development Agency as its  
authorized representative to administer this lease.

34. Agent for Service of Process. It is expressly  
understood and agreed that in the event Lessee is not (a) resident  
of the State of California or he is an association or  
partnership without a member or partner resident of the State of  
California, or it is a foreign corporation, then in any such  
event, Lessee shall file with County's Aviation Director,  
upon his execution hereof, a designation of a natural person  
residing in the State of California, giving his or her name,  
residence and business addresses, as his agent for the purpose  
of service of process in any court action arising out of or based

1 upon this lease, and the delivery to such agent of a copy of any  
2 process in any such action shall constitute valid service upon  
3 Lessee. It is further expressly understood and agreed that if for  
4 any reason service of such process upon such agent is not  
5 feasible, then in such event Lessee may be personally served with  
6 such process out of this County and that such service shall  
7 constitute valid service upon Lessee. It is further expressly  
8 understood and agreed that Lessee is amenable to the process so  
9 served, submits to the jurisdiction of the Court so obtained and  
10 waives any and all objections and protests thereto.

11 35. Entire Lease. This lease is intended by the parties  
12 hereto as a final expression of their understanding with respect  
13 to the subject matter hereof and as a complete and exclusive  
14 statement of the terms and conditions thereof and supersedes any  
15 and all prior and contemporaneous leases, agreements and  
16 understandings, oral or written, in connection therewith. This  
17 lease may be changed or modified only upon the written consent of  
18 the parties hereto.

11 Dated: DEC 18 1990

COUNTY OF RIVERSIDE

13 By [Signature]  
14 Chairman, Board of Supervisors

15 ATTEST:

16 GERALD A. MALONEY  
17 Clerk of the Board

17 BY Margaret Logan  
18 Deputy

19 (SEAL)

Lessee: Harry Fretter

21 [Signature]  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_

27 PHL:wr/bln  
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rev.8/15/90



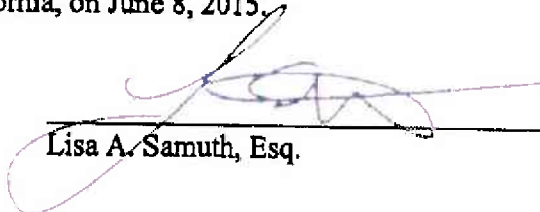


## CERTIFICATION OF TRUST

THE UNDERSIGNED, attorney for GLEN V. FRETER, declares as follows:

1. That I am an attorney admitted to and in good standing with the State Bar of California;
2. That attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth are true and correct copies of the Introduction, Rights Reserved By Trustors, Rights and Liabilities of Trustor and Trustee, Powers of the Trustee, and Signature Pages of the HARRY G. FRETER TRUST, dated July 1, 1994, as amended to date (the "Trust");
3. That the Trust was established by HARRY G. FRETER as Trustor and as Trustee;
4. That HARRY G. FRETER died on April 7, 2015;
5. That thereafter, pursuant to the terms of the Trust, GLEN V. FRETER is currently acting as sole successor trustee of the Trust; and
6. That the pages omitted from this Certificate are of a personal nature dealing with the distribution of the Trustor's estate and in no way affect the powers of the Trustee.

EXECUTED at San Diego, California, on June 8, 2015.

  
\_\_\_\_\_  
Lisa A. Samuth, Esq.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

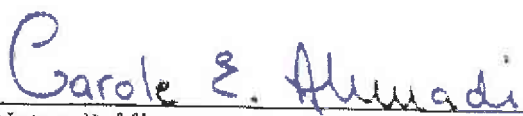
STATE OF CALIFORNIA    )  
                                      ) S.S.  
COUNTY OF SAN DIEGO    )

On June 8, 2015 before me, Carole E. Ahmadi, a Notary Public, personally appeared LISA A. SAMUTH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public

FOURTH AMENDMENT TO THE  
HARRY G. FRETER TRUST

That certain Declaration of Trust executed at San Diego, California, on July 1, 1994, and amended on April 17, 1996, February 7, 1997, and July 10, 2006, known as the HARRY G. FRETER TRUST, wherein HARRY G. FRETER is the Trustor, with HARRY G. FRETER serving as the sole Trustee, is hereby amended by the Trustor, pursuant to the right to amend reserved therein to the Trustor in Article II, paragraph 2.02, entitled "Right to Alter and Amend", to read in its entirety as follows:

The property previously, now and hereafter received by the Trustee, shall constitute the trust estate and shall be held, managed and distributed as hereinafter provided.

This trust shall be known as the HARRY G. FRETER TRUST.

ARTICLE I

DISTRIBUTION OF INCOME AND PRINCIPAL

1.01 During Lifetime of Trustor

1.011 Income: During the lifetime of the Trustor, the Trustee shall pay to or apply for the benefit of the Trustor the entire net income of the trust estate.

1.012 Principal: During the lifetime of the Trustor, if the Trustee considers the net income insufficient, the Trustee shall distribute to the Trustor so much of the trust estate, including the whole thereof, as the Trustee shall, in the Trustee's discretion, determine necessary for the Trustor's proper health, support, maintenance, comfort and welfare, in accordance with the Trustor's accustomed manner of living, without taking into consideration funds and assets available to the Trustor free of this trust.

1.02 Upon Death of Trustor

1.021 Payment of Debts, Funeral Expenses and Taxes: Upon the death of the Trustor, and subject to any other provision herein or in the Trustor's Will to the contrary, the Trustee may, in the Trustee's discretion, pay out of the balance of the trust estate, without apportionment, reimbursement or contribution from any beneficiary thereof, any of the following items to the extent such items are not paid or responsibility for their payment assumed by some other person, entity or estate:

A. All estate, inheritance, and other death taxes payable by reason of the Trustor's death, including penalties and interest thereon;

B. The Trustor's last illness and funeral expenses;

C. Attorneys' fees and other expenses of probate or trust administration incurred as a result of the Trustor's death; and

proportions as they were, at the time of such termination, entitled to receive such income. If at the time of such termination the rights to income are not fixed by the terms of this trust, distribution under this clause shall be made by right of representation to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

## ARTICLE II

### RIGHTS RESERVED BY TRUSTOR

#### 2.01 Right to Revoke

2.011 During Lifetime of Trustor: During the lifetime of the Trustor, this trust may be revoked in whole or in part by a written instrument executed by the Trustor and delivered to the Trustee.

Upon revocation, the Trustee shall promptly deliver to the Trustor all or the designated portion of the trust estate, which property shall continue to be the sole and separate property of the Trustor. If this instrument is revoked with respect to all or a major portion of the trust estate, the Trustee shall be entitled to retain sufficient assets to secure payment of liabilities lawfully incurred by the Trustee in the administration of this trust, including Trustee's fees that have been earned, unless the Trustor shall indemnify the Trustee against loss or expense.

2.012 Upon Death of Trustor: Upon the death of the Trustor, no right to revoke this trust shall exist.

#### 2.02 Right to Alter and Amend

2.021 During Lifetime of Trustor: During the lifetime of the Trustor, this trust may be altered or amended in whole or in part by a written instrument executed by the Trustor and delivered to the Trustee. No amendment or alteration shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts the same in writing.

2.022 Upon Death of Trustor: Upon the death of the Trustor, no right to alter or amend this trust shall exist.

#### 2.03 Rights Personal to Trustor

The rights of the Trustor to revoke, alter and amend this trust are personal to the Trustor and shall not be exercisable on the Trustor's behalf by any conservator or other person, except if that revocation, amendment or alteration is authorized, after notice to the Trustee, by the Court that appointed the conservator. Anything herein to the contrary notwithstanding, this trust may be revoked, altered or amended by an agent of the Trustor, provided such agent is expressly granted such right to revoke, alter or amend living trusts under the provisions of the Uniform Durable Power of Attorney Act.



2.04

Effective Date

Any revocation, alteration or amendment shall take effect when and if the required writing is received by the Trustee. Any such revocation, alteration or amendment shall not affect any lawful act of the Trustee prior to receipt by the Trustee of the required writing. Notwithstanding the foregoing, the Trustee shall not be obligated to act under any amendment unless the Trustee accepts the same in writing.

2.05

Retained Use of Residential Properties

The Trustor may possess and use, without rental or accounting to the Trustee, the residential real property comprising the trust estate, consisting of the residence of the Trustor and any resort properties, whether or not on a full or part time basis. The Trustor may, in writing, at any time, surrender the aforesaid rights to the Trustee, and by similar notice, from time to time, resume such rights, provided that such residential real property shall then be available for such use.

While the Trustor shall have the use of such residential real property, the Trustor shall generally manage, care for and protect same and be subject to all responsibilities of owner and occupant thereof, but the Trustee shall pay out of the trust estate any and all taxes, assessments, liens and insurance on such residential real property and the expenses of repairs and replacements to the buildings thereon.

The Trustee shall have no other responsibility to the residential real property while the Trustor shall use and be in possession thereof, but the Trustee may carry insurance for the Trustee's own protection at the expense of this trust.

The Trustor agrees to protect and indemnify the Trustee against all losses, liabilities and expenses which may result directly or indirectly from the Trustor's use, possession or management of such residential real property and the Trustee shall have, in addition to any other rights conferred by law, a lien upon the income and principal of the trust estate for payment thereof, with the right to take possession of such residential real property and reimburse itself from the income and principal of the trust estate.

ARTICLE III

RIGHTS AND LIABILITIES OF TRUSTOR AND TRUSTEE

3.01

Determination of Successor Trustee

3.011 Successor Trustee: Upon the death, resignation or inability of the Trustor to serve as Trustee, GLEN V. FRETER shall serve as successor Trustee. Upon the death, resignation or inability of GLEN V. FRETER to serve as Trustee, WELLS FARGO BANK N.A. shall serve as successor Trustee.

Upon the death, resignation or inability of any Trustee to serve as Trustee and to the extent that a successor is not appointed pursuant to the terms of this trust instrument, the Trustee may appoint its successor Trustee. Should a Trustee fail to so appoint its successor, a successor Trustee shall be appointed by a Court of competent jurisdiction upon petition of either the resigning Trustee or any party in interest of this trust.

3.012 During Lifetime of Trustor: During the lifetime of the Trustor, the Trustor may change the Trustee to any individual, including the Trustor, or any institutional Trustee authorized to do a trust business in the United States.

3.013 Upon Death of Trustor: Upon the death of the Trustor, and during the time until the respective beneficiary of a trust established hereunder attains eighteen (18) years of age, the person who is acting as guardian of the person of such beneficiary may change any institutional Trustee of the beneficiary's trust to any institutional Trustee authorized to do a trust business in the United States with a capital and surplus combined of not less than twenty-five million and 00/100 dollars (\$25,000,000.00). At such time as the beneficiary of a trust established hereunder attains eighteen (18) years of age, then such beneficiary may change any institutional Trustee of his or her respective trust to any institutional Trustee authorized to do a trust business in the United States with a capital and surplus combined of not less than twenty-five million and 00/100 dollars (\$25,000,000.00).

### 3.02 Resignation of Trustee

Any Trustee may resign at any time upon giving written notice to the Trustor, or upon the death of the Trustor, to all adult beneficiaries and to the guardian, conservator or other fiduciary of the person or estate of any minor or incompetent beneficiary, thirty (30) days before such resignation becomes effective. The resigning Trustee shall transfer and deliver to the successor Trustee the entire trust estate and shall thereupon be discharged as Trustee of this trust and shall have no further powers, discretions, rights, obligations or duties with regard to the trust estate.

### 3.03 Trustees Fees; Successor Liability; No Bond

No compensation shall be paid for the services of the Trustor while acting as Trustee. All other Trustees shall be entitled to fair, reasonable, and customary compensation from the trust estate for services rendered as Trustee. All successor Trustees shall be relieved of any and all liability for any acts or omissions of the predecessor Trustees in respect to administration of this trust. The Trustor directs that no individual while serving as Trustee shall be required to provide any bond or other security to insure the faithful performance of their duty as Trustee.

### 3.04 Veto Power

Before the Trustee may sell or otherwise dispose of assets or invest funds, the Trustee shall state by notice in writing delivered to the Trustor, or mailed to the Trustor's address last on file with the Trustee the action proposed. If the Trustor shall file with the Trustee written disapproval, the Trustee shall not take such action. If the Trustee shall not receive written disapproval within ten (10) days after such delivery or mailing, the Trustee shall be free to act regarding the proposed matter in such manner as the Trustee shall deem advisable. The Trustor, from time to time by written notice to the Trustee, may surrender the above mentioned right which shall remain effective until, by similar notice, it is resumed. Anything hereinabove to the contrary notwithstanding, the Trustor, while serving as Trustee, shall not be required to provide notice of any proposed action to himself, as Trustor.

### 3.05 Exoneration of Trustee

Whenever the Trustee is authorized or directed to exercise any power, judgment or discretion (whether or not the word "sole" shall precede the word "discretion"), or to take or



fail to take any action with respect to the trust estate ("Exercise of Discretion"), the Trustee shall be held harmless for the Trustee's Exercise of Discretion if the Trustee shall act in good faith, and the provisions of sections 16080 and 16081 of the California Probate Code shall not be applicable to the Exercise of Discretion. In the Trustee's Exercise of Discretion, the Trustee may disregard the rights of any beneficiary or group of beneficiaries, and may act in any manner the Trustee shall deem appropriate. The Trustor intends that any Exercise of Discretion shall not be subject to review by any court, provided that the Trustee shall act in good faith. Any determination made by the Trustee pursuant to the Trustee's Exercise of Discretion shall be binding upon all persons interested in any trust created hereunder. Reliance by the Trustee on an opinion of counsel conclusively shall be presumed to be acting in good faith, but the Exercise of Discretion without an opinion of counsel shall not be construed against the Trustee in determining whether the Trustee has acted in good faith. The Trustee shall be indemnified from the assets of the trust estate against any liability incurred by the Trustee as a result of the Exercise of Discretion. This paragraph shall not apply to the Exercise of Discretion by any Trustee who also is a beneficiary under this instrument or who is married to any beneficiary under this instrument.

#### ARTICLE IV

##### GENERATION-SKIPPING TAX

###### 4.01 Allocation of Generation-Skipping Tax Exemption

Under the Internal Revenue Code of 1986, as amended (the "Code"), every individual during their lifetime, or their executor under their Will upon their death, has the power to allocate any portion of such individual's GST exemption under Section 2631(a) of the Code not used during their lifetime ("Unused GST Exemption") to any property as to which such individual is deemed to be the transferor, including any property transferred by such individual during life as to which an allocation was not made prior to such individual's death. The Trustor directs that in the event there is no executor appointed in his estate, the Trustee shall be deemed the "executor," as that term is defined in the Code, and the Trustee shall have the power to allocate the Trustor's Unused GST exemption.

###### 4.02 Definitions of Exempt and Non-Exempt

The term "Exempt" refers to property or a trust that has an inclusion ratio of zero (0), or is exempt from the generation-skipping tax under the effective date legislation included in Section 1433(b)(2) of the Tax Reform Act of 1986. The term "Non-Exempt" refers to property or a trust which has an inclusion ratio greater than zero (0).

###### 4.03 Division into Exempt and Non-Exempt Trusts

Anything herein to the contrary notwithstanding, if some or all of the Trustor's Unused GST Exemption is to be allocated to any trust created hereunder, following the death of the Trustor, unless the trust in question will have an inclusion ratio of zero (0), that trust shall be divided into two (2) separate trusts, so that one shall be Exempt and the other shall be Non-Exempt, with the Exempt trust receiving the minimum dollar amount necessary to give the Exempt trust an inclusion ratio of zero. Such separate trusts shall be held, administered and distributed in the same manner as the trust from which they were divided. The funding of the pecuniary amount of the Exempt trust may be satisfied in cash or in kind, in undivided interests, or partly in each. The pecuniary amount shall bear interest from the date specified under

General Power of Appointment Over Non-Exempt Trusts

Notwithstanding any provision above to the contrary, if a generation-skipping transfer tax would be payable upon the death of a beneficiary with respect to any Non-Exempt trusts but for the provisions of this paragraph 4.08, then upon the beneficiary's death, he or she may appoint all or any part of such Non-Exempt trusts, on any terms and conditions, either outright or in trust, and in any proportion, in favor of one or more of the beneficiary's creditors or the creditors of the beneficiary's estate, by a will or codicil specifically referring to and exercising this testamentary general power of appointment.

## ARTICLE V

POWERS OF THE TRUSTEE

To carry out the purposes of this trust and subject to any additions or limitations stated elsewhere in this instrument, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit the Trustee's general powers, and the Trustee, subject to discharge of its fiduciary obligations, is vested with and shall have all the rights, powers and privileges which an absolute owner of the same property would have.

5.01 Power to Retain Property

To continue to hold any property, although not of a type or quality nor constituting a diversification considered proper for trust investment, including shares of the Trustee's own stock.

5.02 Power to Operate Business

To continue or participate in any business or other enterprise at the risk of the trust estate and to effect incorporation, dissolution or other changes in the form of organization of the business or enterprise.

5.03 Power of Sale, Exchange and Repair

To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, subdivide, improve and repair trust property; and to create restrictions, easements and other servitudes, with or without consideration.

5.04 Power to Lease

To lease trust property for terms within or beyond the term of any trust created hereunder and for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements.

5.05 Power to Borrow

To borrow money for the benefit of the Trustor or for any trust purpose on such terms and conditions as the Trustee may deem proper; to obligate the trust estate for repayment; to pledge and encumber the trust estate or any of its property by mortgage; to guarantee the debts, (and to pledge and encumber the trust estate to secure such guarantees) of the Trustor; to

execute a deed or deeds of trust; to pledge or otherwise use such procedures to consummate the transaction as the Trustee may deem advisable.

5.06 Power to Insure

To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

5.07 Power to Commence and Defend Litigation

To commence or defend such litigation with respect to this trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust.

5.08 Power to Compromise Claims

To compromise, arbitrate or otherwise adjust any claim or litigation against or in favor of this trust.

5.09 Power to Invest

To invest and reinvest the principal and income, if the Trustee may accumulate it, in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, the buying, selling and trading in securities of any nature, to buy, write and trade in options, and commodities of every nature and contracts for the future delivery of commodities of every nature on margin or otherwise and, in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, commodities, and contracts for the future delivery thereof, to make short sales, to maintain and operate security margin accounts with one or more brokers, investing in stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and any common trust fund administered by the Trustee.

5.10 Power to Manage Securities

With respect to securities held in this trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and, incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights; provided, however, that any corporate Trustee may vote its own shares in the election of directors only in the manner determined and directed by the Trustor, during the Trustor's lifetime, or after the Trustor's death, by the beneficiary or a majority of the beneficiaries of this trust.

5.11 Power to Hold Property in Nominee

To hold securities or other property in its own name or in the name of its nominee, with or without disclosure of fiduciary relationship, the Trustee being responsible for the acts of any such nominee affecting such property.

5.12      Power to Advance Funds

To advance funds to this trust for any trust purpose, such advances with interest at current rates to be a first lien on and to be repaid out of principal or income; to reimburse itself from principal or income for any loss or expense incurred by reason of its ownership or holding of any property in this trust.

5.13      Power to Budget

To budget the estimated annual income and expenses of the trust in such manner as to equalize, as far as practicable, periodic income payments to the beneficiaries.

5.14      Power to Determine Principal and Income

Except as otherwise specifically provided in this trust instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Uniform Principal and Income Act of California from time to time existing. Any such matter not provided for either in this trust instrument or in the Uniform Principal and Income Act of California shall be determined by the Trustee, in the Trustee's discretion.

5.15      Power of Division and Distribution

In any case in which the Trustee is required, pursuant to the provisions of this trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro-rata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the Trustee may, in the Trustee's discretion, make a non pro-rata division between trusts or shares and non pro-rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries have equivalent or proportionate fair market value.

5.16      Power to Enter Transactions with Estate of Trustor

If the Trustee deems it necessary or advisable for the protection of the estate of the Trustor, or in the best interest of such estates or this trust and the beneficiaries thereof, the Trustee, in the Trustee's discretion, may with trust funds purchase any securities or other property at a fair value from the legal representatives of such estates and retain such property as part of the trust estate, and make secured or unsecured loans of trust funds, at the then current rate of interest to such legal representatives, without any liability for loss resulting to the trust estate by reason of any such purchase or loan.

5.17      Power to Enter Transactions Between Trusts

To loan or advance money, at the current rate of interest, from any trust hereunder to any other trust hereunder, to sell and purchase assets between any trusts hereunder, to make loans or borrow from, to purchase property or assets of any kind from, or sell to, or in any other manner deal with the personal representative of the Trustor, or between any trusts created hereunder, provided that any such transaction be for fair and adequate consideration.



5.18 Power to Lend

To lend money to any person or entity, including any trust created by this instrument. Monies may be lent to any trust beneficiary, interested party or third party in need provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

5.19 Power to Withhold Payment if Conflicting Claims Arise

To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust without the payment of interest, all or any part of the property, as long as the Trustee shall determine, in the Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate.

5.20 Power to Employ Investment Counsel

To retain professional investment counsel regarding trust investments in property held by this trust. If such counsel is retained, the Trustee may abide by the decision of the counsel but shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of independent counsel. During the period independent counsel is retained by the Trustee, the Trustee shall not be required to conduct reviews of trust investments, and he shall not be required to take action in respect to trust investments unless he receives written instruction from the investment counsel.

5.21 Power to Employ Agents

To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the Trustee in the administration of this trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the Trustee, in the Trustee's discretion, shall determine, and shall not decrease the compensation to which the Trustee is entitled.

5.22 Power to Release Powers

The Trustee shall have the power to release or to restrict the scope of any power that the Trustee may hold in connection with this trust, whether said power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and may be exercised by any successor.

5.23 Power to Invest in Life Insurance

The Trustee shall have the power to apply for, own, receive as a part of this trust, hold and/or pay premiums upon life insurance in any form and upon the life of any person or persons, as the Trustee may deem advisable. The Trustee is authorized to exercise all rights under such policies and no company issuing the same shall be required to determine the extent of the authority of the Trustee.

5.24

Power to Determine Taxes

The Trustee shall have the power, in the Trustee's discretion, to take any action and to make any elections to minimize the tax liabilities of this trust and its beneficiaries, and to allocate the benefits among the various beneficiaries, and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

5.25

Power to Make Distributions to Guardians

To make payments to any beneficiary who is a minor or is under any other disability by making such payment for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the California Uniform Transfers to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the Trustee's judgment, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health or education.

5.26

Power to Appoint a Third Party to Act on Behalf of Trustee

Any Trustee hereof is empowered to grant to a third party or parties the Trustee's power of attorney to act to bind this trust on the Trustee's behalf as Trustee of this instrument.

5.27

Power to Create Qualified S Trusts

The Trustee may hold in one or more separate trusts the stock of any corporation which has elected to be taxed as an S corporation for purposes of federal income taxation if the Trustee deems such action necessary or desirable in order to preserve such election; and with respect to any such separate trust, (a) to distribute all of the net income therefrom to the then current income beneficiary thereof, or if there is no current income beneficiary, to the individuals then eligible to receive payments from the trust estate, or, if such individual is a minor, to the guardian or custodian of such minor, (b) to distribute any or all of such stock outright to the then current income beneficiary of such trust, or if there is no current income beneficiary, to the individuals then eligible to receive payments from the trust estate, or, if such individual is a minor, to the guardian or custodian of such minor, and (c) to file such elections and take such further action as may be necessary to qualify any such separate trust as a "qualified subchapter S trust" as defined in Section 1361(d)(3) of the Code. The Trustee shall have no liability whatsoever to any beneficiary hereunder as a result of either creating or not creating separate trusts under this paragraph.

5.28

Powers Relating to Distribution of Trust Property

Upon any division or partial or final distribution of the trust estate, the Trustee may, in the Trustee's discretion, make the division or distribution in cash or in kind or partly in



each, and for this purpose to sell such property on such terms and conditions as the Trustee may deem necessary to make such division or distribution.

Whenever the Trustee is directed to make a distribution of any of the trust estate or a division of the trust estate into separate trusts or shares on the death of a Trustor, the Trustee may, in the Trustee's discretion, defer such distribution or division until six (6) months after the Trustor's death. When the Trustee defers distribution or division of the trust estate, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this document in the absence of this paragraph, and all rights given to the beneficiaries of the trust estate under other provisions of this document shall be deemed to have accrued and vested as of such prescribed time.

## ARTICLE VI

### LIFE INSURANCE

#### 6.01 Trustee's Duties

With respect to life insurance policies not owned by the Trustee, the Trustee shall be under no duty to pay premiums, assessments or any other charge upon any of such policies, to keep itself informed with respect to the payment thereof or to take any other action to keep such policies in force. If any life insurance policy is delivered to the Trustee, the Trustee shall hold such policy subject to the written order of the Trustor without obligation during the lifetime of the insured other than the safekeeping of such policies.

#### 6.02 Rights Reserved by Trustor

Until the death of the insured, the Trustor, in accordance with the Trustor's rights apart from this instrument, shall have all the rights of ownership in the life insurance policies made payable to the Trustee, including, but not limited to, the right to sell, assign or hypothecate any life insurance policy; to change the beneficiary under and to exercise any option or privilege granted by any life insurance policy; to borrow any sum in accordance with the provisions of any life insurance policy, and to receive all payments, dividends, surrender values, benefits or privileges of any kind which may accrue on account of any life insurance policy during the lifetime of the insured, without the consent or approval of the Trustee.

#### 6.03 Policies Owned by Trustee

With respect to any life insurance policy owned by the Trustee, the Trustee may pay premiums, assessments or any other charge upon such life insurance policy in order to keep it in force, and shall have all the rights of ownership in such policy.

#### 6.04 Collection of Proceeds

Upon receipt by the Trustee of actual notice of the death of an insured, the Trustee shall collect all sums payable to the Trustee as beneficiary of any life insurance policy. The Trustee shall be under no duty to seek reimbursement from any source for any deduction from or charge against the proceeds of any life insurance policy on account of any indebtedness secured by such policy. The Trustee shall have the power to execute and deliver receipts and other instruments, to compromise, arbitrate or otherwise adjust any claims arising out of any life insurance policy, and to take such action as may, in the Trustee's discretion, be necessary and

7.12

Distribution by Representation

Whenever this instrument directs that distribution be made to then-living issue by right of representation, distribution shall be made in as many equal shares as there are living members of the nearest generation of issue then living and deceased members of that generation who leave issue then living; and each living member of the nearest generation of issue then living shall receive one (1) share, and the share of each deceased member of that generation who leaves issue then living shall be divided in the same manner among his or her then-living issue.

7.13

Severability

If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

7.14

Presumption of Competency

All rights granted to any person by any provision of this trust may be exercised by such person at any time during his or her lifetime and competency, and unless otherwise specifically provided herein to the contrary, it shall be conclusively presumed that each such person is competent unless he or she shall have been declared incompetent by a court having jurisdiction to determine such incompetency.

7.15

Number and Gender; Headings

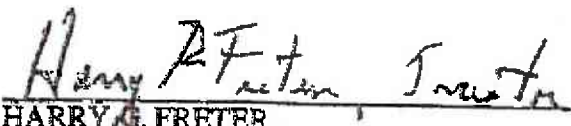
As used in this instrument, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates. The headings in this instrument are inserted for convenience of reference and are not to be considered in construction hereof.

7.16

Governing Law

This trust has been accepted by the Trustee in the State of California and, unless otherwise provided in this instrument, its validity, construction and all rights under it shall be governed by the laws of that State. This paragraph shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another State. The appropriate Superior Court of the State of California shall have jurisdiction for all the purposes set forth in Section 17200 of the California Probate Code.

EXECUTED IN DUPLICATE at San Diego, California, on February 21, 2014.

  
HARRY G. FRETER,  
Trustor

I certify that I have read the foregoing Fourth Amendment to the Harry G. Freter Trust. I accept the Fourth Amendment to the Harry G. Freter Trust in all particulars and agree to be bound thereby.

Harry G. Freter, Trustee  
HARRY G. FRETER,  
Trustee

APPROVED:

Lisa A. Smith  
WEITZEN, PHILLIPS & WEINBERG LLP  
Attorney for Trustor

12730 High Bluff Drive  
Suite 200  
San Diego, CA 92130  
(858) 793-0300

STATE OF CALIFORNIA     }  
COUNTY OF SAN DIEGO   } S.S.

On February 21, 2014, before me, Carole E. Ahmadi, a Notary Public, personally appeared HARRY G. FRETER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(S E A L)

Carole E. Ahmadi  
Notary Public





# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

# COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052015071264

### CERTIFICATE OF DEATH

3201533004209

1. NAME OF DECEDENT - FIRST (Given)		2. MIDDLE		3. LAST (Family)	
HARRY		GLENN		FRETER	
4. DATE OF BIRTH mm/dd/yyyy					
07/26/1929					
5. AGE Yr					
85					
6. SEX					
M					
7. DATE OF DEATH mm/dd/yyyy					
04/07/2015					
8. HOUR (24 Hour)					
2350					
9. MARRIAGE STATUS (If decedent was ever married, state date)					
DIVORCED					
10. EDUCATION - Highest Level/Degree (If not worked on, list)					
BACHELOR					
11. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If not, see instruction on back)					
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
12. DECEDENT'S RACE - Up to 3 races may be listed (see instruction on back)					
WHITE					
13. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED					
MECHANIC					
14. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, retail construction, employment agency, etc.)					
AUTOMOTIVE					
15. YEARS IN OCCUPATION					
3					
16. DECEDENT'S RESIDENCE (Street and number, or location)					
4747 OAK CREST SPC #18					
17. CITY					
FALLBROOK					
18. COUNTY/PROVINCE					
SAN DIEGO					
19. ZIP CODE					
92028					
20. YEARS IN COUNTY					
60					
21. STATE/FOREIGN COUNTRY					
CA					
22. INFORMANT'S NAME, RELATIONSHIP					
GLENN FRETER, SON					
23. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)					
P.O. BOX 9585, RANCHO SANTA FE, CA 92067					
24. NAME OF SURVIVING SPOUSE/SPOUSE-1ST					
-					
25. MIDDLE					
-					
26. LAST (BIRTH NAME)					
-					
27. NAME OF FATHER/PARENT-1ST					
HARRY					
28. MIDDLE					
ERNEST					
29. LAST					
NORDGREN					
30. NAME OF MOTHER/PARENT-1ST					
ALICE					
31. MIDDLE					
LOUISE					
32. LAST (BIRTH NAME)					
FRETER					
33. BIRTH STATE					
IL					
34. BIRTH STATE					
IL					
35. DISPOSITION DATE mm/dd/yyyy					
04/10/2015					
36. PLACE OF FINAL DISPOSITION					
AT SEA OFF THE COAST OF SAN DIEGO COUNTY					
37. TYPE OF DISPOSITION (a)					
CR/SEA					
38. NAME OF FUNERAL ESTABLISHMENT					
TRIDENT SOCIETY					
39. LICENSE NUMBER					
FD1921					
40. SIGNATURE OF LOCAL REGISTRAR					
CAMERON KAISER, MD					
41. DATE mm/dd/yyyy					
04/09/2015					
42. PLACE OF DEATH					
TEMECULA VALLEY HOSPITAL					
43. COUNTY					
RIVERSIDE					
44. COUNTY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)					
31700 TEMECULA PARKWAY					
45. CITY					
TEMECULA					
46. CAUSE OF DEATH					
Enter the chain of events, i.e., diseases, injuries, or complications, that directly resulted in death. DO NOT enter remote events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without giving the etiology. DO NOT ABBREVIATE.					
IMMEDIATE CAUSE					
ACUTE STROKE					
107. IF HOSPITAL, SPECIFY ONE					
<input checked="" type="checkbox"/> INPATIENT <input type="checkbox"/> OUTPATIENT <input type="checkbox"/> OTHER					
108. IF OTHER THAN HOSPITAL, SPECIFY ONE					
<input type="checkbox"/> Nursing Home <input type="checkbox"/> Hospice <input type="checkbox"/> Other					
109. DAYS					
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CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside Department of Health

DATE ISSUED May 12, 2015 1/2

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE





