

CONSENT TO SUBLEASE

(Behind this page)

CONSENT TO SUBLEASE

(Jacqueline Cochran Regional Airport)

The County of Riverside, a political subdivision of the State of California ("County"), hereby consents to that certain Sub-Lease with Sale of Aviation Hangar dated January 5, 2016, by and between John Obradovich and Betty Obradovich, husband and wife, (as sublessor) and Enspire Solution Partners, LLC, a Washington limited liability company (as sublessee), a copy of which is attached hereto as Exhibit "A" ("Sublease"). The Sublease pertains to real property located within Jacqueline Cochran Regional Airport in Thermal, California, as more particularly depicted and described on Exhibit "B" to the Sublease.

The Sublease is subject to that certain Lease Desert Resorts Regional Airport dated on or about June 3, 2003 by and between the County (as lessor) and John Obradovich and Betty Obradovich (as lessee), as amended by that certain First Amendment to Lease Jacqueline Cochran Regional Airport dated on or about September 14, 2004, that certain Second Amendment to Lease Jacqueline Cochran Regional Airport dated September 12, 2006, and that certain Third Amendment to Lease Jacqueline Cochran Regional Airport dated March 17, 2009 (collectively, "Lease") relating to the lease of approximately 9.45 acres of vacant land, located at the Jacqueline Cochran Regional Airport (formerly known as the Desert Resorts Regional Airport), as more fully described in Exhibit "A" to the Lease.

Consent hereof by the County to the Sublease shall not relieve or release John Obradovich and Betty Obradovich from their duty to comply with any and all obligations, covenants and conditions required under the Lease.

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[Signatures on Following Page]

IN WITNESS WHEREOF, the County has caused its duly authorized representative to execute this Consent to Sublease 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

By: _____
Deputy

APPROVED AS TO FORM
Gregory P. Priamos, County Counsel

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

EXHIBIT A

SUBLEASE
(behind this page)

SUB-LEASE WITH SALE OF AVIATION HANGAR

John Obradovich and Betty Obradovich, herein called Sub-Lessor, hereby sub-leases to Enspire Solution Partners, LLC herein called Sub-Lessee, the property described below, upon the following items and conditions.

1. RECITALS

- (a) Sub-Lessor leases from the County of Riverside, approximately 9 acres of land at the Jacqueline Cochran Regional Airport, community of Thermal, in the County of Riverside, State of California.
- (b) This and other sub-leases entered into by Sub-Lessor are intended to be compatible with, and be subject to the terms and conditions of that certain Lease (Jacqueline Cochran Regional Airport) between the County of Riverside as Lessor (hereinafter, the "County"), and John Obradovich and Betty Obradovich, as Lessee, dated June 3, 2003. Said lease and amendments thereto are hereinafter referred to as the "Master Lease", a copy of which is attached hereto and incorporated herein by this reference as EXHIBIT A. The Parties acknowledge and agree that in the event of any conflict between the terms and conditions of the Master Lease and this sub-lease, the terms and conditions of the Master Lease shall be controlling on all issues.

2. DESCRIPTION

- (a) The premises sub-leased hereby are located within Jacqueline Cochran Regional Airport, Thermal, California generally, and within the area Leased Premises from County by Sub-Lessor consisting of nine (nine) acres and as more particularly shown on EXHIBIT B attached hereto and by this reference made a part hereof (the "Sub-Lease Premises"). The Sub-Lease Premises consists of land only. Improvements shall be the sole responsibility of Sub-Lessee as more particularly described herein.
- (b) The portion of the nine acres being sub-leased is that portion of land occupied in Building B Hangar #08 as depicted in EXHIBIT B. In addition to the forgoing during the term of this lease Sublessor grants to Sublessee the right to ingress and ingress over that portion of the leasehold premises of the Sublessor held under the Master Lease and a license to use the taxiway areas designated by Sublessor.

3. USE

The Sub-Lease Premises are hereby sub-leased for the purpose of a personal aircraft hangar to be used for the storage of aircraft and aircraft related supplies only. Sub-Lessee hereby acknowledges and agrees that no commercial business shall be conducted on the Sub-Lease Premises.

4. TERM

The term of this sub-lease shall commence on _____, and shall continue thereafter for a term that is co-terminus with the Lessor's occupancy rights under the Master Lease, including any extensions thereof, and subject to any provisions of the Master Lease that may be applicable and take precedence.

5. RENT

- (a) Sub-Lessee shall pay to Sub-Lessor the sum of \$66.00 (\$0.03 per square foot), payable in advance, on the 1st day of each and every month during the term hereof to such address as Sub-Lessor may from time-to-time direct.
- (b) Beginning _____ and at each 12 month anniversary thereafter, the rent shall be adjusted by the percentage change in the Consumer Price Index (CPI), all Urban Consumers, Los Angeles, Riverside, Orange County Area for the twelve month period ending two months before the month of rent adjustment under this paragraph. In no event will application of this paragraph result in a monthly rental amount lower than the greatest previous monthly rental amount.
- (c) In the event Sub-Lessee fails or refuses to make its' payment in the amount and/or on the times required in this Paragraph 5, Sub-Lessee shall pay to Sub-Lessor the equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for each month that rent is delinquent and an additional administrative charge in the amount of Fifteen Dollars (\$15.00) for each such failure or refusal.
- (d) ***Beginning on _____ and every fifth (5th) year thereafter, the annual rent amount shall be adjusted to fair market value in the manner set forth in paragraph 5 (d) of Sub-Lessors Master Lease. Once established, said rent shall be adjusted annually in the manner set forth in Paragraph 5(b) herein above. The adjustments shall be limited to the Sub-lease Premises and shall exclude any and all capital improvements constructed by Sub-Lessee. In no event shall any adjustment be a negative adjustment.

6. ADDITIONAL OBLIGATIONS OF SUB-LESSEE

Sub-Lessee shall, during the term of this sub-lease:

- (a) Observe and comply with all rules, regulations, and laws that govern and are in effect;
- (b) Maintain the Sub-Lease Premises and related equipment in a clean, orderly, neat and safe condition;
- (c) Make provisions and pay for all utilities, including trash disposal, incurred in connection with the Sub-Lease Premises.

7. SUB-LESSOR'S RESERVED RIGHTS

Sub-Lessor and County, and their duly authorized agents, shall have the right to enter the Sub-Lease Premises for inspections, repairs, or for any other reasonable cause upon the giving to Sub-Lessee reasonable advance notice during customary (daylight) working hours. This limitation on the right of entry shall not apply in the case of emergency when time may be a factor in saving life and/or property.

- (b) In the event that Sub-Lessee makes a general assignment, or Sub-Lessee's interest hereunder is assigned involuntarily or by operation of law for the benefit of creditors.
- (c) In the event of any act which operates to deprive Sub-Lessee of the ability to perform its duties under this Sub-lease Agreement.
- (d) In the event of the abandonment of, or the discontinuance of the use of the Sub-Lease Premises by Sub-Lessee.
- (e) In the event Sub-Lessee fails to perform, keep or observe any of its duties or obligations hereunder, provided, however that Sub-Lessee shall have thirty (30) days in which to correct its breach or default after receiving written notice served on it by Sub-Lessor.
- (f) In the event that the Sub-Lease Premises are rendered unfit for Sub-Lessee's continued use and cannot be restored to habitability within a reasonable time.

11. TERMINATION BY SUB-LESSEE

Sub-Lessee shall have the right to terminate this Sub-Lease:

- (a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Sub-Lessor as a debtor and, as a result, Sub-Lessor is unable or unwilling to perform its' duties under this Sub-lease Agreement.
- (b) In the event that Sub-Lessor makes a general assignment for the benefit of creditors.
- (c) In the event of any act which operates to deprive Sub-Lessor of the ability to perform its' duties under this Sub-lease Agreement.
- (d) In the event of the abandonment of, or the discontinuance of, the use of the area leased pursuant to the Master Lease.
- (e) In the event Sub-Lessor fails to perform, keep or observe any of its duties or obligations hereunder, provided, however, that Sub-Lessor shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Sub-Lessee.
- (f) In the event that the Sub-Lease Premises are rendered unfit for Sub-Lessee's use and cannot be restored within a reasonable time.

12. HOLD HARMLESS

Sub-Lessee shall indemnify and hold Sub-Lessor and the County of Riverside, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted on any act or omission of Sub-Lessor, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (Sub-Lessee's employees included) or any other element of damage of any kind or nature in any way connected with or arising from its use and responsibilities in connection therewith of the Sub-Lease Premises, or the condition thereof, and Sub-Lessee shall defend at its expense, including attorney fees, Sub-Lessor,

County, its officers, agents, employee and independent contractors in any legal action based on any alleged acts or omissions.

13. ASSIGNMENT

Sub-Lessee cannot assign, sublet, mortgage, hypothecate, or otherwise transfer in any manner any of its rights, duties and obligations hereunder to any person or entity without the express written consent of Sub-Lessor and County being first obtained which consent shall not be unreasonably withheld.

14. BINDING ON SUCCESSORS

Sub-Lessee, its' heirs, assigns and successor(s) in interest shall be bound by all the terms and conditions contained in this Sub-lease Agreement, and all of the parties hereto shall be jointly and severally liable hereunder.

15. EMPLOYEES AND AGENTS OF THE SUB-LESSEE

It is understood that all persons hired or engaged by Sub-Lessee shall be considered to be employees or agents of Sub-Lessee and not of Sub-Lessor or County.

16. COMPLIANCE WITH LAW

Sub-Lessee shall observe all statutes, rules, regulations, ordinances, and orders relating to the use of the Sub-lease Premises enacted or promulgated by the County, the State of California, the United States of America and the agencies thereof.

17. WAIVER OF PERFORMANCE

No waiver by Sub-Lessor at any time of any of the terms and conditions of this Sub-lease Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.

18. SEVERABILITY

The invalidity of any provision in this Sub-lease Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provisions hereof.

19. NOTICES

Any notices required or to be served by either party upon the other shall be addressed to the respective parties as set forth below:

For Sub-Lessor **John and Betty Obradovich**
 84-401 Cabazon Center Dr.
 Indio, CA 92201

For Sub-Lessee **Enspire Solution Partners, LLC**
 13240 230th Place NE
 Redmond, WA 98053-5666

or to such other addresses as may from time-to-time be designated in writing by the respective parties.

20. VENUE

Any action at law or in equity brought by either of the parties hereto for the purposes of enforcing a right or rights provided for by this Sub-lease Agreement shall be tried in a Court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County.

21. TAXES

Sub-Lessee shall timely pay all fees and taxes levied or required by any authorized public entity relating to the Sub-Lease Premises. Sub-Lessee recognizes and understands that this Sub-lease Agreement will create a possessory interest subject to property taxation and that Sub-Lessee will be subject to the payment of property taxes levied on such interest.

22. TOXIC MATERIALS

During the term of this Sub-lease Agreement and any extensions thereof, Sub-Lessee shall not violate any Federal, State, or Local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Sub-Lease Premises including, but not limited to, soil and ground water conditions. Further, Sub-Lessee, its' successors and assigns shall not use, generate manufacture, produce, store or dispose of, on, under or about the Sub-Lease Premises or transport to or from the Sub-Lease Premises, any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, the "Hazardous Materials"). For the purpose of this sub-lease, Hazardous Materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in the Comprehensive Environmental Response, Comprehensive and Liability Act of 1980, as amended, 42 U. S. C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U. S. C. §1801, et seq.; the Resource Conservation and Recovery Act, 42 U. S. C. §6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous wastes" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

23. FREE FROM LIENS

Sub-Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Sub-Lessee, in, upon or about the Sub-Lease Premises, and which may be secured by a mechanic's, materialman's, or other lien against the Sub-Lease Premises or County's interest therein, and will cause such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Sub-Lessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final 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, Sub-Lessee shall forthwith pay and discharge said judgment.

24. ATTORNEY FEES AND COSTS

In the event of litigation arising out of this Sub-lease Agreement, the prevailing party is entitled to recover its' actual attorney fees and costs incurred, whether the matter is arbitrated, settled, or tried to a judge and/or jury.

25. MASTER LEASE / SURVIVAL OF SUB-LEASE

- (a) Sub-Lessee acknowledges and agrees that it shall be bound, and shall otherwise be subject to all of the terms and conditions contained in the Master Lease except as otherwise permitted by the provisions of the Master Lease. (A complete copy of the Master Lease is attached hereto and made part hereof as ADDENDUM A.)
- (b) In the event the Master Lease is terminated, Sub-Lessee agrees to keep, observe and perform all of the terms and conditions of the Master Lease on the part of the Sub-Lessor to be kept, observed and performed as relates to the Sub-Lease Premises, and Sub-Lessee's right to possession shall remain in effect as provided in the Master Lease to all intents and purposes as though Sub-Lessee was the original Lessee there under; provided, however, that such assumption and agreement shall pertain only to the Sub-Lease Premises and not to the entire leased premises under the Master Lease, and Sub-Lessee, among other things, shall make rental payments to the County in an amount equal to such payments which Sub-Lessee is required to pay Sub-Lessor under this sub-lease.

26. CONSENT BY COUNTY

The parties hereto understand and agree that this Sub-Lease shall not be enforceable by either unless and until consent has been obtained from County in writing.

27. SIGNED IN COUNTERPART

This agreement in all parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires the masculine gender includes the feminine and neuter, and the singular number includes the plural. These instructions and any other amendments may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.



CONSENT BY COUNTY

The parties hereto understand and agree that this Sub-Lease shall not be enforceable by either unless and until consent has been obtained from County in writing.

IN WITNESS WHEREOF, this Sublease is executed on 1/5/2016.


SUB-LESSOR:

John Obradovich and Betty Obradovich
Husband and Wife

By:  Date: 1-21-16
 By:  Date: 1-21-16

SUB-LESSEE:

Enspire Solution Partners, LLC

By: 
By: Rex Bloesser, Managing Member

Date: JAN 5, 2016

Consent

The COUNTY of Riverside hereby consents to the foregoing Sub-Lease.

By: _____ Date: _____
John J. Benoit, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM, Clerk of the Board

By: _____ Date: _____

(Seal)

APPROVED AS TO FORM:

GREGORY P. PRIMOS, County Counsel

By: _____ Date: _____
County Counsel

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
COUNTY OF Riverside } SS:

On January 21, 2016 before me, K. Larby,
a Notary Public, personally appeared John Obradovich and Betty Obradovich 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.

Signature



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.

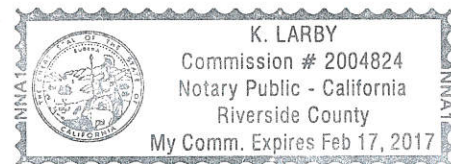
STATE OF CALIFORNIA
COUNTY OF Riverside } SS:

On January 5, 2016 before me, K. Larby,
a Notary Public, personally appeared Rex Bloesser 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.

Signature



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 _____ } ss:
COUNTY OF Riverside _____

On _____ before me, _____,
a Notary Public, personally appeared _____ 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.

Signature _____

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STATE OF CALIFORNIA _____ } ss:
COUNTY OF Riverside _____

On _____ before me, _____,
a Notary Public, personally appeared _____ 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.

Signature _____

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 _____ }
COUNTY OF _____ } SS:

On _____ before me, _____,
a Notary Public, personally appeared _____ 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.

Signature _____

Description 1-A

LEGAL DESCRIPTION

THAT PORTION OF THE FOLLOWING DESCRIBED LAND WHICH IS INCLUDED WITHIN THE LEASED PREMISES AS SET OUT IN THE SUBLEASE WITH SALE OF AVIATION HANGER EXECUTED BY JOHN OBRADOVICH AND BETTY OBRADOVICH, AS SUBLESSOR AND JOHN L. DAVIDSON AND MARGARET L. DAVIDSON, HUSBAND AND WIFE AS JOINT TENANTS, AS SUBLESSEE, RECORDED JANUARY 20, 2005 AS INSTRUMENT NO. 2005-0055318, OFFICIAL RECORDS.

THAT PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VIC HIGGINS DRIVE AND AVENUE 56 (AIRPORT BOULEVARD), SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 20;

THENCE SOUTH 00° 00' 12" EAST, A DISTANCE OF 1,967.78 FEET TO THE CENTERLINE INTERSECTION OF VIC HIGGINS DRIVE AND AVENGER BOULEVARD;

THENCE NORTH 89° 58' 40" WEST ALONG THE CENTERLINE OF AVENGER BOULEVARD, A DISTANCE OF 462.70 FEET TO THE CENTERLINE INTERSECTION OF AVENGER BOULEVARD AND WARHAWK WAY, THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 89° 59' 40" WEST ALONG THE CENTERLINE OF AVENGER BOULEVARD, A DISTANCE OF 668.58 FEET TO THE CENTERLINE INTERSECTION OF AVENGER BOULEVARD AND LIBERATOR LANE;

THENCE SOUTH ALONG THE CENTERLINE OF LIBERATOR LANE, A DISTANCE OF 658.00 FEET;

THENCE EAST, A DISTANCE OF 178.00 FEET;

THENCE SOUTH, A DISTANCE OF 85.00 FEET;

THENCE EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH, A DISTANCE OF 185.00 FEET;

THENCE EAST, A DISTANCE OF 150.00 FEET;

THENCE NORTH, A DISTANCE OF 285.00 FEET;

THENCE EAST, A DISTANCE OF 260.58 FEET TO THE CENTERLINE OF WARHAWK WAY;

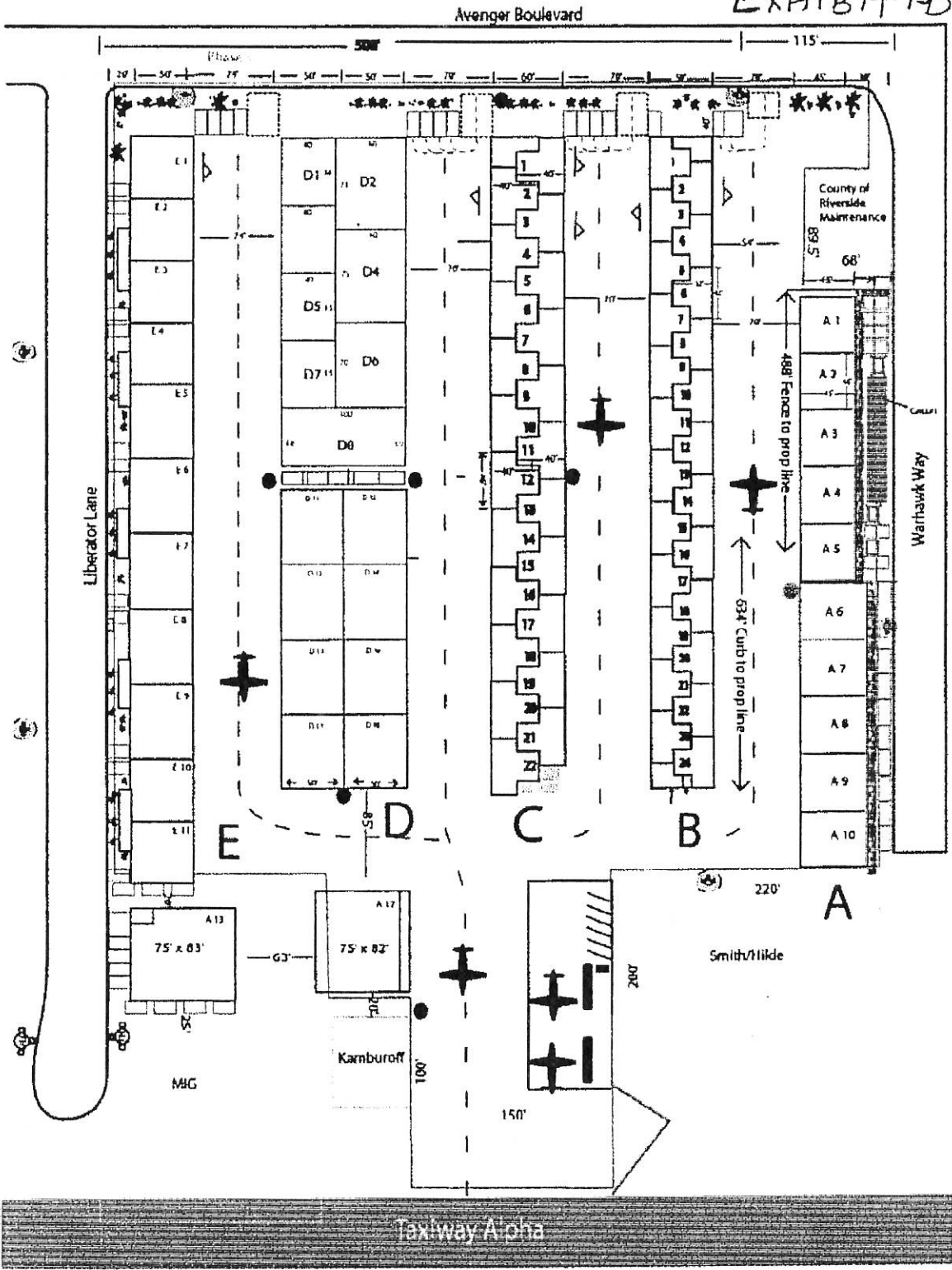
THENCE NORTH 00° 00' 20" WEST A DISTANCE OF 643.00 FEET TO THE CENTERLINE INTERSECTION OF AVENGER BOULEVARD AND WARHAWK WAY, THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 30.00 FEET.

ALSO EXCEPTING THEREFROM THE WESTERLY 30.00 FEET.

ALSO EXCEPTING THEREFROM THE EXISTING COUNTY MAINTENANCE AREA LOCATED AT THE NORTHEASTERLY CORNER OF THE SUBJECT PROPERTY.

APN(s): PORTION OF 759-040-013-1



Thermal Regional Airport County of Riverside, Thermal, California	
Master Development 9 Acres All Inside AV Storage and Self Serve Fuel	
John & Betty Umlandovich All Inside AV Storage, Inc. 14441 California Center Drive Indio, CA 92201 (760) 944-2851, (760) 773-5888	12/18/05, Drawn by R1, Sheet 1 of 1

CONSENT TO BILL OF SALE

(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 Coupled with Sub-Lease, dated January 4, 2016 by and between John L. Davidson and Margaret L. Davidson (as "Seller"), and Enspire Solution Partners, LLC, a Washington limited liability company (as "Buyer") ("Bill of Sale") relating to the sale of the aircraft storage hangar known as Building "B" Hangar "8", located at Jacqueline Cochran Regional Airport, Thermal, California. A copy of the Bill of Sale is attached hereto as Exhibit "A."

By consenting to the Bill of Sale Coupled with Sub-Lease, the County neither undertakes nor assumes nor will have any responsibility or duty to Enspire Solution Partners, LLC or to any third party to review, inspect, supervise, pass judgment upon or inform Enspire Solution Partners, LLC or any third party of any matter in connection with the subject aircraft storage hangar, whether regarding the quality, adequacy or suitability of the subject hangar for Enspire Solution Partners, LLC's proposed use or otherwise. Enspire Solution Partners, LLC 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 Enspire Solution Partners, LLC'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

APPROVED AS TO FORM
Gregory P. Priamos, County Counsel

ATTEST
KECIA IHEM-HARPER
Clerk of the Board

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

By: _____
Deputy

Enspire Solution Partners, LLC hereby acknowledges and consents to the terms set forth in this Consent to Bill of Sale.

By: 

Rex Bloesser, Managing Member
Enspire Solution Partners, LLC

Dated: 

EXHIBIT A
BILL OF SALE

(behind this page)

EXHIBIT A

BILL OF SALE COUPLED WITH SUB-LEASE

John L. Davidson and Margaret L. Davidson hereinafter called the "Seller," hereby sells to Enspire Solution Partners, LLC hereinafter called the "Buyer," and said Buyer hereby purchases from Seller the property described below, upon the following terms and conditions:

1. **RECITALS.** The Seller owns concrete floor structure and steel building labeled as **Bldg B, 08** at Jacqueline Cochran Regional Airport, (formerly Desert Regional Resorts Airport) Thermal, California, Riverside County, as described on the attached **Exhibit "1"** also described as **Bldg B, Hangar # 08**, the sale of which is the subject of this Agreement and which is intended to convey title thereto for the sum of \$48,000.00.

2. **THIS BILL OF SALE IS SUBJECT TO MASTER LEASE AND COUPLED WITH SUB-LEASE.** This Bill of Sale is subject to that certain Master Lease executed by the County of Riverside and John and Betty Obradovich, dated April 24, 2003, executed June 3, 2003, and amended September 14, 2004, and September 12, 2006, and March 17, 2009, and which instruments affect directly the uses and purposes to which the aforesaid subject personal property may be put. Furthermore, Seller hereby incorporates in this instrument by reference the terms and conditions of that certain "Sub-Lease" executed by the parties hereto on _____. This Bill of Sale shall be enforceable only on the condition that the parties have entered into the aforesaid Sub-Lease.

3. **WARRANTY OF TITLE.** Seller does hereby, for the benefit of Buyer, covenant and agree to warrant and defend title to the aforesaid personal property hereby conveyed, against the just and lawful claims and demands of all persons whomsoever, and Seller further covenants that the aforesaid real property is not subject to liens of any type, including but not limited to liens for unpaid taxes, nor is said personal property subject to a security agreement or financing statement.

4. **REVERSION OF PROPERTY TO SELLER.** The aforesaid Sub-Lease, with which this Bill of Sale is coupled provides for a sub-lease period of approximately 30 years with a 10-year option, during which time the Buyer hereto, subject to certain conditions precedent, may sell, rent, assign, convey, hypothecate, or encumber the personal property subject to is instrument, provided further, that upon the expiration of said Sub-Lease or 30 years with a 10-year option lease period, whichever shall first occur, the personal property subject to this Bill of Sale shall revert to the Seller hereunder, or to Seller's assignee, or to the County of Riverside, which reversion shall be governed by the terms and conditions of the aforesaid Master Lease and all of the aforesaid amendments thereto and the terms and conditions of the aforementioned Sub-Lease between Sub-Lessor and Sub-Lessee. Provided further that in accordance with the aforesaid Sub-Lease, Buyer hereunder shall not sell, rent, assign, hypothecate or encumber the personal property subject to this instrument except upon the express written consent of the county of Riverside and Seller or his assignee hereunder, which consent shall not be unreasonably withheld.

5. **TAX CLAUSE.** During the aforementioned period of possession of Buyer of the personal property, Buyer shall be solely responsible for the payment of the personal property and/or possessory interest taxes and all other taxes levied upon the specific structure by the County of Riverside and/or all other lawfully constituted taxing authorities, and said responsibility shall include real property taxes which may be assessed to Seller, to Seller's successor, or to Buyer in connection with the subject property.

6. BUYER'S RIGHT TO TRANSFER PROPERTY AND SURVIVAL OF SUB-LEASE.

a. **RIGHT TO TRANSFER.** Seller hereby consents to and agrees that Buyer may convey, assign, or transfer Buyer's interest in or to the subject personal property to one or more individuals; provided however, that such conveyance, assignment, or transfer includes the aforementioned sub-lease and shall be subject to the prior written approval of the Seller, County of Riverside, and Sub-Lessor. Provided further, that Seller shall have the right of first refusal to purchase, lease, rent, or receive Buyer's interest in the subject property and the subleasehold estate of Buyer on the same terms as offered by Buyer to any other individual or entity. Seller's failure to exercise right of first refusal within sixty (60) days of written notice thereby by Buyer to Seller shall be deemed to be waiver of such right by Seller. Upon such waiver or rejection by Seller, and subject to the provisions contained in this Paragraph 6 (a) Buyer may proceed to convey, assign or transfer all of part of his/her interest in the subject property on the same terms and conditions offered to Seller; provided, however, that Buyer shall not, except with Seller's permission, convey, lease, rent or sell any portion of the premises to any commercial operations for the purpose of doing any business at Jacqueline Cochran Regional Airport (Thermal) other than if said sale is to the aforesaid Seller.

b. **SURVIVAL OF SUB-LEASE.** Subject to the provision of the aforesaid Master Lease, Buyer's rights, including the right of possession and all other rights not in conflict with the terms and conditions of the aforesaid Lease and amendments thereto, and all of the Buyer's obligations and duties under the aforementioned Sub-Lease and the Master Lease and amendments thereto, shall remain in effect, notwithstanding a termination of the aforesaid Master Lease, or an assignment or a transfer of the Seller's rights, duties and obligations hereunder, prior to the expiration of the aforementioned Sub-Lease, provided that the Buyer (as Sub-Lessee under the aforementioned Sub-Lease) has fully and faithfully performed the terms and conditions that it is required to perform under the aforementioned Sub-Lease and Master Lease and amendments thereto, and it otherwise is not in default hereunder.

7. NOTICES. Any notices required or desired to be served by either party upon the other shall be addressed to the respective party as set forth below:

SELLER:

John L. Davidson
1645 Beaver Creek, Unit A
Beaumont, CA 92223

Margaret L. Davidson
Industrial West, Inc.
41865 Boardwalk, Suite 106
Palm Desert, CA 92211

BUYER:

Enspire Solution Partners, LLC
13240 230th Place NE
Redmond, WA 98053-5666

or such other addresses as from time to time shall be assigned by the respective parties.

8. TERMS. The terms of this Bill of Sale shall be governed by and construed in accordance with the laws of the State of California and the parties hereto stipulate to the jurisdiction of the Riverside County Courts.

9. DISPUTES/DAMAGES. In the event it is necessary to enforce or interpret any provision herein contained, the matter shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") who shall be selected by mutual agreement of the parties. The Arbitrator shall comply with, and the decision of the Arbitrator shall be rendered in accordance with the laws of the State of California. The Arbitrator shall have the power to grant all legal and equitable

remedies and award compensatory damages provided by California Law, but shall not have the power to award punitive damages. The parties agree to be bound by the decision of the Arbitrator, which shall be final, shall not be appealable, and which shall allow for no trial de novo on the same issues. The Arbitrator's decision shall be rendered within 30 days following submission of the matter at issue, but the failure to comply with this provision shall in no way invalidate any decision or award as may be rendered more than 30 days after submission.

Judgment upon the decision rendered by the arbitrator may be entered in any court having proper jurisdiction or applications may be made to such court for judicial acceptance of the award and an Order of Enforcement. The parties hereby agree to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California Law and are giving up any rights to have the dispute litigated in a court or jury trial, as well as judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. Your agreement to this arbitration provision is voluntary.


This agreement in all parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires the masculine gender includes the feminine and neuter, and the singular number includes the plural. These instructions and any other amendments may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

IN WITNESS WHEREOF, this Bill of Sale is executed on 1-4-16.

SELLER:



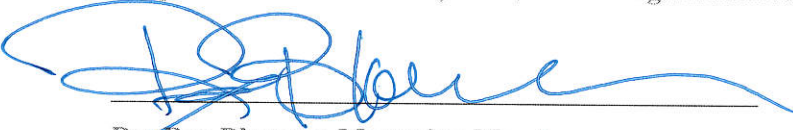
By: John L. Davidson



By: Margaret L. Davidson

BUYER:

Enspire Solution Partners, LLC, a Washington limited liability company



By: Rex Bloesser, Managing Member

LESSEE:



John Obradovich



Betty Obradovich

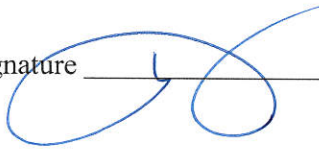
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA } ss:
COUNTY OF Riverside

On January 4, 2016 before me, K. Larby
a Notary Public, personally appeared John L. Davidson 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.

Signature 



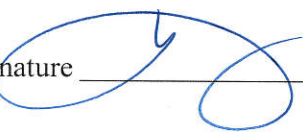
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA } ss:
COUNTY OF Riverside

On January 4, 2016 before me, K. Larby
a Notary Public, personally appeared Margaret L. Davidson 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.

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WITNESS my hand and official seal.

Signature 



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STATE OF CALIFORNIA _____ } ss:
COUNTY OF Riverside

On January 5, 2016 before me, K. Larby,
a Notary Public, personally appeared Rex Bloesser 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.

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Signature _____



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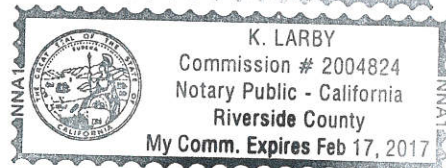
STATE OF CALIFORNIA _____ } ss:
COUNTY OF Riverside

On January 21, 2016 before me, K. Larby,
a Notary Public, personally appeared John Obradovich and Betty Obradovich 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.

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WITNESS my hand and official seal.

Signature _____



LEASE CANCELLATION

(Behind this page)

LEASE CANCELLATION AGREEMENT
JACQUELINE COCHRAN REGIONAL AIRPORT

WHEREAS, John Obradovich and Betty Obradovich, hereinafter Sublessor, and **John L. Davidson and Margaret L. Davidson**, as entered into that certain Sublease dated **January 20, 2005**, attached hereto as Exhibit A, and by this reference incorporated herein, relating to land located at Jacqueline Cochran Regional Airport (formerly Desert Resorts Regional Airport), Riverside County, California; and

WHEREAS, Sublessor improved the land with a 1,050 square foot aircraft storage hangar; and

WHEREAS, Sublessor sold the improvements to Sublessee; and

WHEREAS, Sublessee has subsequently sold the improvements to a third party

WHEREAS, Sublessor and Sublessee find it in their mutual best interests to cancel the Lease;

NOW, THEREFORE, the parties hereto for good and valuable consideration do mutually agree to cancel the Lease effective the date of execution of this agreement by all parties.

This agreement in all parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires the masculine gender includes the feminine and neuter, and the singular number includes the plural. These instructions and any other amendments may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.


Date: 1-4-14

SUBLESSEE


By: John L. Davidson

Date: 1-4-16

SUBLESSEE


By: Margaret L. Davidson

Date: 1-21-16

SUBLESSOR


By: John Obradovich


By: Betty Obradovich

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.

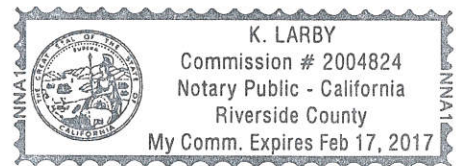
STATE OF CALIFORNIA } ss:
COUNTY OF Riverside

On January 4, 2016 before me, K. Larby
a Notary Public, personally appeared John L. Davidson 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.

Signature _____



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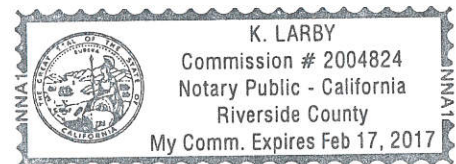
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COUNTY OF Riverside

On January 4, 2016 before me, K. Larby
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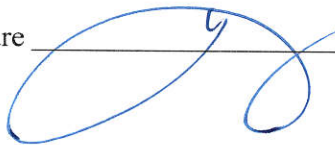
STATE OF CALIFORNIA } ss:
COUNTY OF Riverside

On January 21, 2016 before me, K. Larby
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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.

Signature _____



RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

MR. AND MRS. JOHN L. DAVIDSON
82652 SKY VIEW LANE
INDIO, CA

DOC # 2005-0055318

01/20/2005 08:00A Fee:107.00

Page 1 of 32 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Assessor, County Clerk & Recorder



Escrow No. 47004565 - F24
Order No. 47004565 -

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SUB-LEASE WITH SALE OF AVIATION HANGAR/BILL OF SALE COUPLED WITH SUB-LEASE

T.T. \$57.75
TRA 058085
APN 759-040-008-7 PTN

107 CM

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

SUB-LEASE WITH SALE OF AVIATION HANGAR
Bill of Sale coupled with sub-Lease

John Obradovitch and Betty Obradovitch, herein called Sub-Lessor, sub-leases to JOHN L. DAVIDSON AND MARGARET L. DAVIDSON, HUSBAND AND WIFE AS JOINT TENANTS herein called Sub-Lessee, the property described below, upon the following items and conditions.

RECITALS

Sub-Lessor leases from the County of Riverside, approximately nine (9) acres located at the Desert Resorts Regional Airport, Thermal, in the County of Riverside, State of California.

This and other sub-leases entered into by the Sub-Lessor are intended to conform with, be compatible with, and be subject to the terms and conditions of the Master Lease dated May 3, 2003, and recorded June 3, 2003, between the County of Riverside as Lessor, and John and Betty Obradovich, Husband and Wife, as Lessee which lease and amendments thereto shall be called the "Master Lease" and the County of Riverside shall be called the "County."

By separate document entitled, "Bill of Sale", a copy of which is attached hereto as Exhibit "A", Sub-Lessor intends to convey, assign or transfer to Sub-Lessee its (Sub-Lessor's) interest in certain facilities and improvements it owns within the premises sub-leased hereunder.

DESCRIPTION

The premises sub-leased hereby are located within Desert Resorts Regional Airport generally, and within the area leased from County by Sub-Lessor consisting of nine (9) acres and as more particularly shown on Exhibit "B", attached thereto and by this reference, made a part of this sub-lease. The portion of the nine acres being sub-leased is that portion of land occupied by Hangar Number 08 in Building B as depicted in Exhibit "B". In addition to the forgoing during the term of this lease Sublessor grants to Sublessee the right to ingress and ingress over that portion of the leasehold premises of Sublessor held under the Master Lease and a license to use the taxiway areas as designated by Sublessor.

USE

The premises are sub-leased hereby for the purposes of aircraft storage.

TERM

The term of this sub-lease, subject to any provisions in the Master Lease that may be applicable and take precedence, shall be for a period equal to the portion of thirty (30) years remaining under the Master Lease and terminating on June 30, 2033. Sub-Lessor has an option to extend the term for an additional ten (10) years, as provided in the Master Lease. If the Sub-Lessor extends the lease with the County for the additional ten years, this Sub-Lease shall extend as well for the additional ten years. Nothing in this Sublease shall be interpreted to obligate or require the Sublessor to so extend the term of the Master Lease and Sublessor or its successors and assigns may or may not so extend the term of the Master Lease in its sole and absolute discretion.

RENT

Sub-Lessee shall pay to Sub-Lessor the sum of \$ 20.40 per month, payable in advance, on the 1st day of each month.

The monthly rent shall be subject to adjustment as of the dates and in the amounts as described in Section

5, paragraphs (d) and (e) of the Master Lease. In no event shall any adjustment be a negative adjustment.

The monthly rent is due and payable on or before the first of the appropriate month during the term of this lease agreement and shall be considered delinquent, if not paid by the 15th 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.

ADDITIONAL OBLIGATIONS OF SUB-LESSEE

Sub-Lessee shall, during the terms of this sub-lease;

Observe and comply with all rules, regulations and laws which govern and are in effect adopted by Sublessor or the County of Riverside.

Maintain premises and equipment in a clean, orderly, neat and safe condition.

Pay for all utilities, including trash disposal and a pro rata share of Sublessor's cost of maintaining and insuring the Project, as determined by Sublessor.

SUB-LESSOR'S RESERVED RIGHTS

Sub-Lessor and County, or either duly authorized agents, shall have the right to enter the sub-leased premises for inspections, repairs or for any other reasonable cause.

IMPROVEMENTS, REPAIRS & SIGNS

Sub-Lessee shall not make any improvements, repairs or modifications, paint the exterior of the hangar or install any signs without prior written approval of Sub-Lessor.

INSURANCE

Sub-Lessee shall, during the term of this sub-lease, procure and maintain the following described insurance coverage and limits as indicated.

a. Procure and maintain comprehensive General Liability Insurance coverage that shall protect Lessee from claims for damages for personal injury, including accidental and wrongful death, as well as from claims for property damage, which may arise from Lessee's use of the leased premises or the performance of its obligations hereunder, whether such use or performance be by Lessee, by a subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name Sublessor and all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds with respect to this sublease and obligations of Sublessee hereunder. Such insurance shall provide for limits of not less than \$1,000,000, per occurrence.

b. Furnish Sublessor and the County of Riverside with Certificates of Insurance showing that such insurance is in full force and effect, and that additional insureds are named as required in (a) above. Further, said certificates shall contain the covenant of the insurance carrier that 30 days written notice will be given to the County of Riverside and Sublessor prior to cancellation or reduction in coverage of such insurance.

TERMINATION BY SUB-LESSOR

Sub-Lessor shall have the right to terminate this Sub-Lease.

In the event a petition is filed for voluntary or involuntary bankruptcy, for the adjudication of Sub-Lessee

as a debtor.

In the event that Sub-Lessee makes a general assignment, or sub-lessee's interest hereunder is assigned involuntarily or by operation of law for the benefit of creditors.

In the event of any act which operates to deprive Sub-Lessee of the ability to perform its duties under this Sub-Lease.

In the event of the abandonment of, or the discontinuance of the use of the sub-leased premises by Sub-Lessee.

In the event Sub-Lessee fails to perform, keep or observe any of its duties or obligations hereunder, provided however that Sub-Lessee shall have 30 days in which to correct its breach or default after written notice hereof has been served on it by Sub-Lessor.

In the event that the lease premises are rendered unfit for Sub-Lessee's use and cannot be restored within a reasonable time.

TERMINATION BY SUB-LESSEE

Sub-Lessee shall have the right to terminate this Sub-Lease;

In the event a petition is filed for voluntary or involuntary bankruptcy, for the adjudication of Sub-Lessor as a debtor.

In the event that Sub-Lessor makes a general assignment for the benefit of creditors.

In the event of any act which operates to deprive Sub-Lessee of the ability to perform its duties under this lease.

In the event of the abandonment of, or the discontinuance of the use of the leased premises by Sub-Lessor.

In the event Sub-Lessor fails to perform, keep or observe any of its duties or obligations hereunder, provided however that Sub-Lessor shall have 30 days in which to correct its breach or default after written notice hereof has been served on it by Sub-Lessee.

In the event that the leased premises are rendered unfit for Sub-Lessor's use and cannot be restored within a reasonable time.

HOLD HARMLESS

Sub-Lessee shall indemnify and hold Sub-Lessor and County, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted on any act or omission of Sub-Lessee, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (Sub-Lessee's employees included) or any other element of damage or any kind or nature in any way connected with or arising from its use and responsibilities in connection therewith of the leased premises, or the condition thereof, and Sub-Lessee shall defend at its expense, including attorney fees, Sub-Lessor, County, its officers, agents, employees and independent contractors in any legal action based on any alleged acts or omissions.

ASSIGNMENT

Lessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties and obligations hereunder to any person or entity without the written consent of Sub-Lessor and County being first obtained.

BINDING ON SUCCESSORS

Sub-Lessee, his heirs, assigns and successor in interest shall be bound by all the terms and conditions contained in this sub-lease, and all of the parties thereto shall be jointly and severally liable hereunder.

EMPLOYEES AND AGENTS OF SUB-LESSEE

It is understood that all persons hired or engaged by Sub-Lessee shall be considered to be employees or agents of Sub-Lessee and not of Sub-Lessor or County.

COMPLIANCE WITH LAW

Sub-Lessee shall observe all statutes, rules, regulations, ordinances, and orders relating to the use of the sub-leased premises enacted or promulgated by County, the State of California, the United States of America and the agencies thereof.

WAIVER OF PERFORMANCE

No waiver by Sub-Lessor at any time of any of the terms and conditions of his sub-lease shall be deemed or construed as a waiver at any time thereafter of the same or any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.

SEVERABILITY

The invalidity of any provision in this sub-lease as determined by a court of competent jurisdiction shall in no way effect the validity of any other provisions hereof.

NOTICES

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

For Sub-Lessor:

All Inside AV Storage, Inc.
84-401 Cabazon Center Drive
Indio, CA 92201

For Sub-Lessee

JOHN L. & MARGARET L. DAVIDSON
82652 SKY VIEW LANE
INDIO, CA 92201

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

VENUE

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights for by this sub-lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County.

TAXES

Sub-Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Sub-Lessee recognizes and understands that this Sub-Lease will create a possessory interest subject to property taxation and that Sub-Lessee will be subject to the payment of property taxes levied on such interest.

TOXIC MATERIALS

During the term of this sub-lease and any extension thereof, Sub-Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the sub-leased premises including, but not limited to, soil and ground water conditions. Further, Sub-Lessee, its successors and assigns shall not use, generate, manufacture, produce, store or dispose of, on, under or about the sub-leased premises or transport to or from the sub-leased premises, any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials"). For the purpose of this sub-lease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials" or "toxic substances," in the Comprehensive Environmental Response, Cleanup and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49, U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous wastes" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

FREE FROM LIENS

Sub-Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Sub-Lessee, in, upon or about the sub-leased premises, and which may be secured by a mechanic's, materialmen's, or other lien against the sub-leased premises or County's interest therein, and will cause such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due, provided, however, that if Sub-Lessee desires to contest any such lien provided that it either pays the lien or obtains a bond to allow release of said lien, and then it may do so, but notwithstanding any such contest, if such lien shall be reduced to final 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, Sub-Lessee shall forthwith pay and discharge said judgment.

DISPUTES/DAMAGES

In the event it is necessary to enforce or interpret any provision herein contained, or to recover any rent due or to recover possession of the Premises for any default or breach of the Agreement, the matter shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") who shall be selected by mutual agreement of the parties. The Arbitrator shall comply with, and the decision of the Arbitrator shall be rendered in accordance with the law of the State of California. The Arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California Law, but shall not have the power to award punitive damages. The parties agree to be bound by the decision of the Arbitrator, which shall be final, shall not be appealable, and which shall allow for no trial de novo on the same issues. The Arbitrator's decision shall be rendered within 30 days following submission of the matter at issue, but the failure to

comply with this provision shall in no way invalidate any decision or award as may be rendered more than 30 days after submission.

Judgment upon the decision rendered by the arbitrator may be entered in any court having proper jurisdiction or applications may be made to such court for judicial acceptance of the award and an Order of Enforcement.

You are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California Law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. You are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to Arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

MASTER LEASE/SURVIVAL OF SUB-LEASE

a. Sub-Lessee acknowledges and agrees that it shall be bound, and shall otherwise be subject to all of the terms and conditions contained in the Master Lease **except as otherwise permitted by the provisions of Paragraph 29 of the Master Lease.**

b. **In the event the Master Lease is terminated, Sub-Lessee agrees to keep, observe and perform all of the terms and conditions of the Master Lease on the part of the Sub-Lessor to be kept, observed and performed, and Sub-Lessee's right to possession shall remain in effect as provided in Paragraph 29 of the Master Lease to all intents and purposes as though Sub-Lessee was the original Lessee thereunder; provided however, that such assumption and agreement shall pertain only to the sub-leased premises and not to the entire leased premises under the Master Lease, and Sub-Lessee, among other things, shall make rental payments to County in an amount equal to such payments which Sub-Lessee is required to pay Sub-Lessor under this sub-lease.**

CONSENT BY COUNTY

The parties hereto understand and agree that this Sub-Lease shall not be enforceable by either unless and until consent has been obtained from County in writing.

IN WITNESS WHEREOF, this Sublease is executed on October 1, , 2004.

SUBLESSOR:



Signature




Signature

JOHN OBRADOVICH


BETTY OBRADOVICH

Printed Name and Title

SUBLEESSEE:



Signature



Witness Signature

JOHN L. DAVIDSON

Printed Name and Title

MARGARET L. DAVIDSON

Printed name

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

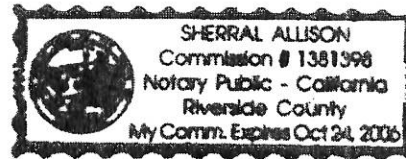
On October 1, 2004 before me, *Sherral Allison*

a Notary Public in and for said County and State, personally appeared JOHN L DAVIDSON
MARGARET L DAVIDSON

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.

Sherral Allison
Signature of Notary



STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____

a Notary Public in and for said County and State, personally appeared _____

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.

Signature of Notary

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

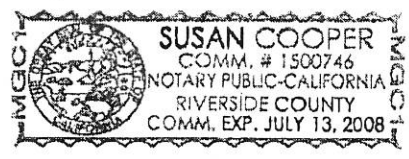
On October 20, 2004 before me, SUSAN COOPER

a Notary Public in and for said County and State, personally appeared JOHN OBRADOVICH
BETTY OBRADOVICH

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.

Susan Cooper
Signature of Notary



STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____

a Notary Public in and for said County and State, personally appeared _____

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.

Signature of Notary

The COUNTY of Riverside hereby consents to the foregoing Sublease.

By: _____

Date: _____

Date: _____ **LESSEE**

[Signature]
Betty Abrahamson

By: _____
Managing Member

Date: _____ **LESSOR**

COUNTY OF RIVERSIDE

By: [Signature]
Chairman, Board of Supervisors
ROY WILSON

ATTEST:

NANCY ROMERO,
Clerk of the Board

By: [Signature]
Deputy

FORM APPROVED:

William c. Katzenstein,
County Counsel

By: [Signature] 11/17/04
Deputy

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On October 20, 2004 before me, SUSAN COOPER

a Notary Public In and for said County and State, personally appeared JOHN OBRADOVICH
BETTY OBRADOVICH

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.

Susan Cooper
Signature of Notary



STATE OF CALIFORNIA)
) SS.
COUNTY OF Riverside)

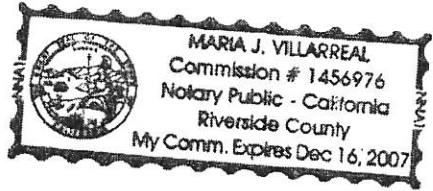
On December 21, 2004 before me, Maria J. Villarreal

a Notary Public In and for said County and State, personally appeared Rox Wilson

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.

Maria J. Villarreal
Signature of Notary



BILL OF SALE COUPLED WITH SUB-LEASE

All Inside AV Storage, Inc. hereinafter called the "Seller," hereby sells to JOHN L. DAVIDSON AND MARGARET L. DAVIDSON, HUSBAND AND WIFE AS JOINT TENANTS, an individual, hereinafter called the "Buyer," and said Buyer hereby purchases from Seller the property described below, upon the following terms and conditions:

1. **RECITALS.** The Seller owns a concrete floor structure and two steel buildings labeled as Bldg. A and Bldg. B at Desert Resorts Regional Airport, Thermal, California, Riverside County, as described on the attached Exhibit "1" also described as Hangar # 08, Bldg B, the sale of which is the subject of this Agreement and which is intended to convey title thereto for the sum of \$ 52,500.00.

2. **THIS BILL OF SALE IS SUBJECT TO MASTER LEASE AND COUPLED WITH SUB-LEASE.** This Bill of Sale is subject to that certain Master Lease executed by the County of Riverside and John and Betty Obradovich, dated May 13, 2003 which instruments affect directly the uses and purposes to which the aforesaid subject personal property may be put. Furthermore, Seller hereby incorporates in this instrument by reference the terms and conditions of that certain "Sub-Lease" executed by the parties hereto on 10/1/04. This Bill of Sale shall be enforceable only on the condition that the parties have entered into the aforesaid Sub-Lease.

3. **WARRANTY OF TITLE.** Seller does hereby, for the benefit of Buyer, covenant and agree to warrant and defend title to the aforesaid personal property hereby conveyed, against the just and lawful claims and demands of all persons whomsoever, and Seller further covenants that the aforesaid real property is not subject to liens of any type, including but not limited to liens for unpaid taxes, nor is said personal property subject to a security agreement or financing statement.

4. **REVERSION OF PROPERTY TO SELLER.** The aforesaid Sub-Lease, with which this Bill of Sale is coupled provides for a sub-lease period of approximately 30 years with a 10-year option, during which time the Buyer hereto, subject to certain conditions precedent, may sell, rent, assign, convey, hypothecate, or encumber the personal property subject to is instrument, provided further, that upon the expiration of said Sub-Lease or 30 years with a 10-year option lease period, whichever shall first occur, the personal property subject to this Bill of Sale shall revert to the Seller hereunder, or to Seller's assignee, or to the County of Riverside, which reversion shall be governed by the terms and conditions of the aforesaid Master Lease and all of the aforesaid amendments thereto and the terms and conditions of the aforementioned Sub-Lease between Sub-Lessor and Sub-Lessee. Provided further that in accordance with the aforesaid Sub-Lease, Buyer hereunder shall not sell, rent, assign, hypothecate or encumber the personal property subject to this instrument except upon the express written consent of the county of Riverside and Seller or his assignee hereunder, which consent shall not be unreasonably withheld.

5. **TAX CLAUSE.** During the aforementioned period of possession of Buyer of the personal property, Buyer shall be solely responsible for the payment of the personal property and/or possessory interest taxes and all other taxes levied upon the specific structure by the County of Riverside and/or all other lawfully constituted taxing authorities, and said responsibility shall include real property taxes which may be assessed to Seller, to Seller's successor, or to Buyer in connection with the subject property.

6. BUYER'S RIGHT TO TRANSFER PROPERTY AND SURVIVAL OF SUB-LEASE.

a. **RIGHT TO TRANSFER.** Seller hereby consents to and agrees that Buyer may convey, assign, or transfer Buyer's interest in or to the subject personal property to one or more individuals; provided however, that such conveyance, assignment, or transfer includes the aforementioned sub-lease and shall be subject to the prior written approval of the Seller, County of Riverside, and Sub-Lessor. Provided further, that Seller shall have the right of first refusal to purchase, lease, rent, or receive Buyer's interest in the subject property and the subleasehold estate of Buyer on the same terms as offered by Buyer to any other individual or entity. Seller's failure to exercise right of first refusal within sixty (60) days of written notice thereby by Buyer to Seller shall be

deemed to be waiver of such right by Seller. Upon such waiver or rejection by Seller, and subject to the provisions contained in this Paragraph 6 (a) Buyer may proceed to convey, assign or transfer all of part of his/her interest in the subject property on the same terms and conditions offered to Seller; provided, however, that Buyer shall not, except with Seller's permission, convey, lease, rent or sell any portion of the premises to any commercial operations for the purpose of doing any business at Desert Resorts Regional Airport (Thermal) other than if said sale is to the aforesaid Seller.

b. **SURVIVAL OF SUB-LEASE.** Subject to the provision of the aforesaid Master Lease, Buyer's rights, including the right of possession and all other rights not in conflict with the terms and conditions of the aforesaid Lease and amendments thereto, and all of the Buyer's obligations and duties under the aforementioned Sub-Lease and the Master Lease and amendments thereto, shall remain in effect, notwithstanding a termination of the aforesaid Master Lease, or an assignment or a transfer of the Seller's rights, duties and obligations hereunder, prior to the expiration of the aforementioned Sub-Lease, provided that the Buyer (as Sub-Lessee under the aforementioned Sub-Lease) has fully and faithfully performed the terms and conditions that it is required to perform under the aforementioned Sub-Lease and Master Lease and amendments thereto, and it otherwise is not in default hereunder.

7. **NOTICES.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective party as set forth below:

SELLER:

All Inside AV Storage, Inc.
84-401 Cabazon Center Drive
Indio, CA 92201

BUYER:

JOHN L. DAVIDSON & MARGARET L. DAVIDSON
82652 SKY VIEW LANE
INDIO, CA 92201

or such other addresses as from time to time shall be assigned by the respective parties.

8. **TERMS.** The terms of this Bill of Sale shall be governed by and construed in accordance with the laws of the State of California and the parties hereto stipulate to the jurisdiction of the Riverside County Courts.

9. **DISPUTES/DAMAGES.** In the event it is necessary to enforce or interpret any provision herein contained, the matter shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") who shall be selected by mutual agreement of the parties. The Arbitrator shall comply with, and the decision of the Arbitrator shall be rendered in accordance with the laws of the State of California. The Arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California Law, but shall not have the power to award punitive damages. The parties agree to be bound by the decision of the Arbitrator, which shall be final, shall not be appealable, and which shall allow for no trial de novo on the same issues. The Arbitrator's decision shall be rendered within 30 days following submission of the matter at issue, but the failure to comply with this provision shall in no way invalidate any decision or award as may be rendered more than 30 days after submission.

Judgment upon the decision rendered by the arbitrator may be entered in any court having proper jurisdiction or applications may be made to such court for judicial acceptance of the award and an Order of Enforcement. The parties hereby agree to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California Law and are giving up any rights to have the dispute litigated in a court or jury trial, as well as judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. Your agreement to this arbitration provision is voluntary.

IN WITNESS WHEREOF, this Bill of Sale is executed on OCTOBER 1 , 2004.

SELLER:

All Inside A V Storage, Inc.

J. L. Paul
Signature
Betty Obradovich

JOHN OBRADOVICH

BETTY OBRADOVICH
Printed Name and Title

BUYER:

John L. Paul
Signature
Margaret L. Davidson
Witness Signature

JOHN L. DAVIDSON
Printed Name and Title

MARGARET L. DAVIDSON

Printed name

STATE OF CALIFORNIA)

COUNTY OF _____)

) SS.

On October 1, 2004

before me, Sherral Allison

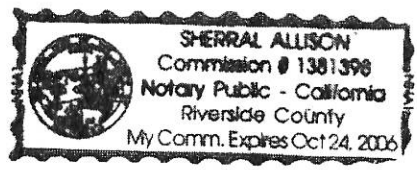
a Notary Public in and for said County and State, personally appeared JOHN L DAVIDSON

MARGARET L DAVIDSON

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.

Sherral Allison
Signature of Notary



STATE OF CALIFORNIA)

COUNTY OF _____)

) SS.

On _____

before me, _____

a Notary Public in and for said County and State, personally appeared _____

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.

Signature of Notary

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On October 20, 2004 before me, SUSAN COOPER

a Notary Public In and for said County and State, personally appeared JOHN OBRADOVICH
BETTY OBRADOVICH

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WITNESS my hand and official seal.

Susan Cooper

Signature of Notary



STATE OF CALIFORNIA)
) SS.
COUNTY OF)

On before me,

a Notary Public In and for said County and State, personally appeared

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.

Signature of Notary

The COUNTY of Riverside hereby consents to the foregoing Bill of Sale.

By: _____

Date: _____

Date: 11/14/04 **LESSEE**

John Obradovich
Betty Obradovich

John Obradovich
Betty Obradovich

By: _____
Managing Member

Date: _____ **LESSOR**

COUNTY OF RIVERSIDE
By: *Roy Wilson*
Chairman Board of Supervisors
ROY WILSON

ATTEST:

NANCY ROMERO,
Clerk of the Board

By: *Sandra Leaf*
Deputy

FORM APPROVED:

William c. Katzenstein,
County Counsel

By: *Gordon V. Ubo* 11/17/04
Deputy

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On October 20, 2004 before me, SUSAN COOPER

a Notary Public In and for said County and State, personally appeared JOHN OBRADOVICH
BETTY OBRADOVICH

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WITNESS my hand and official seal.

Susan Cooper
Signature of Notary



STATE OF CALIFORNIA)
) SS.
COUNTY OF Riverside)

On December 21, 2004 before me, Maria J. Villarreal

a Notary Public In and for said County and State, personally appeared Roy Wilson

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.

Maria J. Villarreal
Signature of Notary

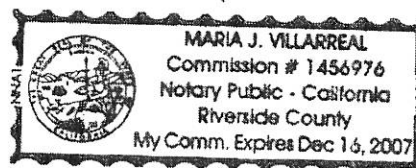


Exhibit B

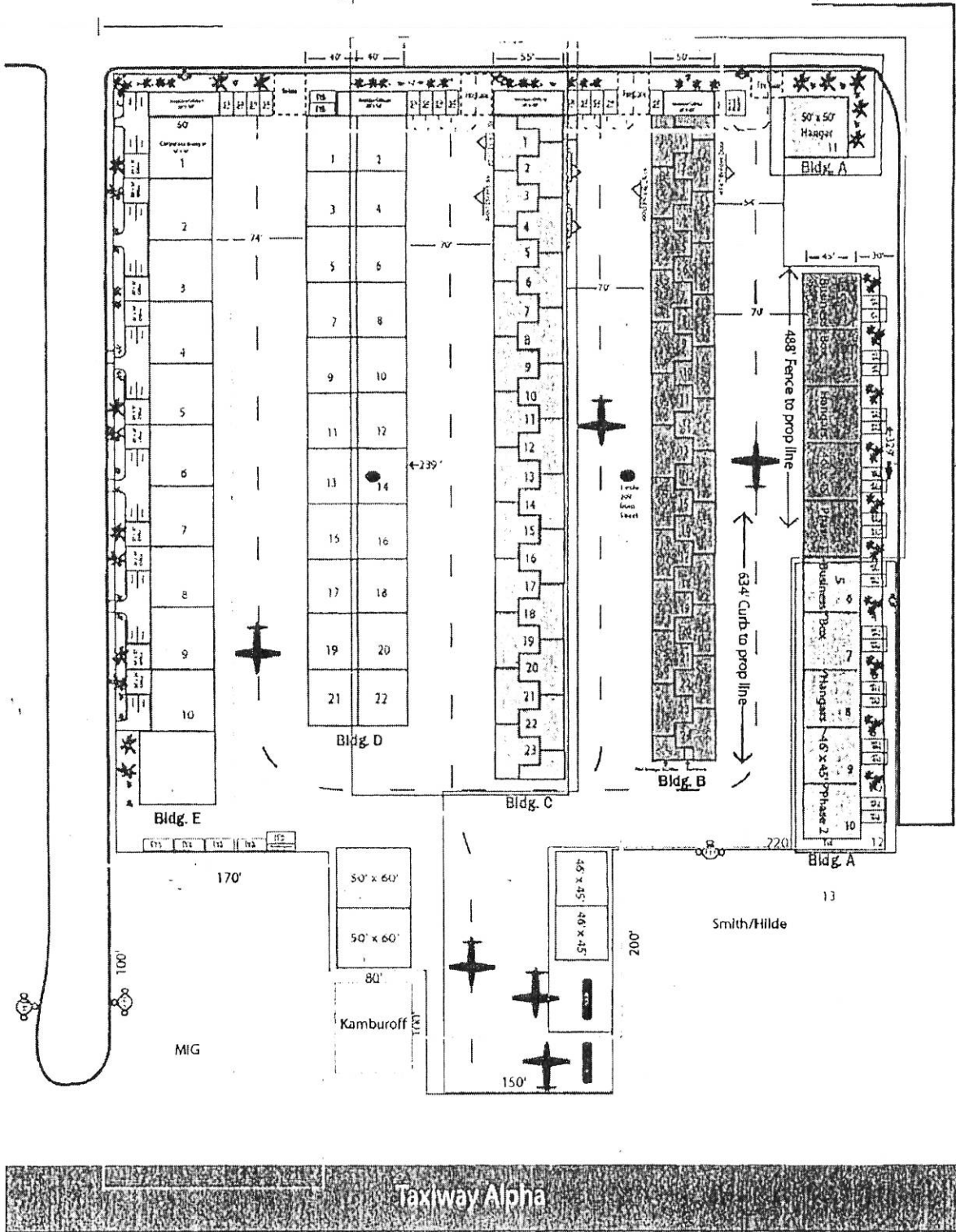
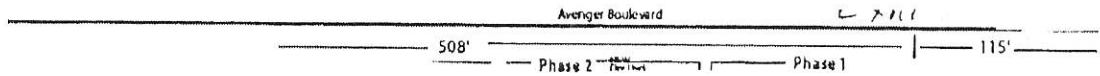
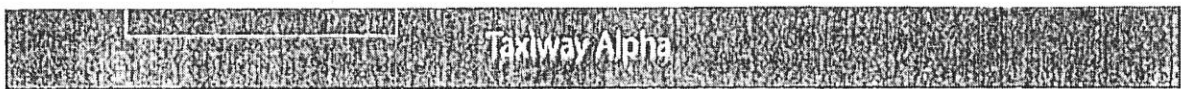
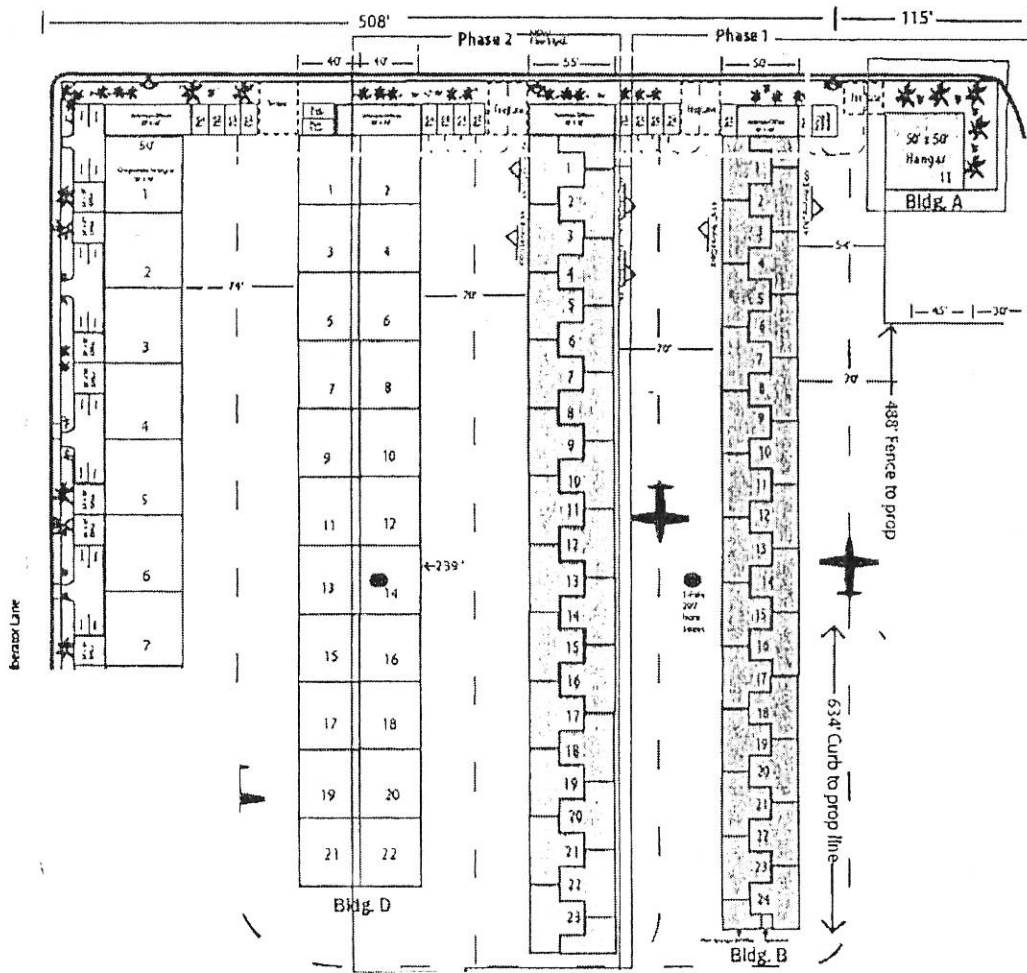


Exhibit B



CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

See Attached

Date:

1/12/05

Signature:

A handwritten signature, possibly reading "S. [unclear]", written in black ink on a horizontal line.

Exhibit B

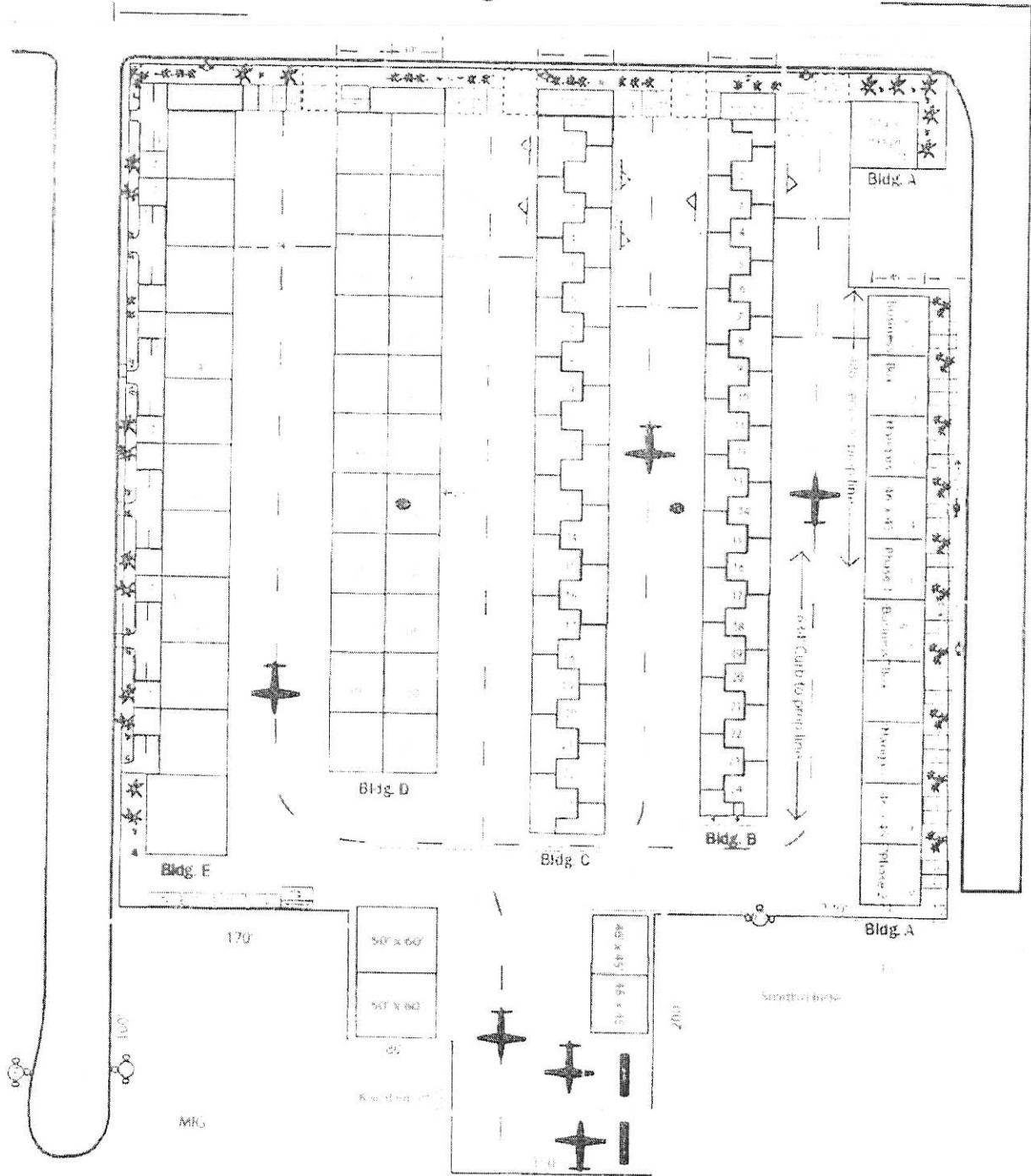
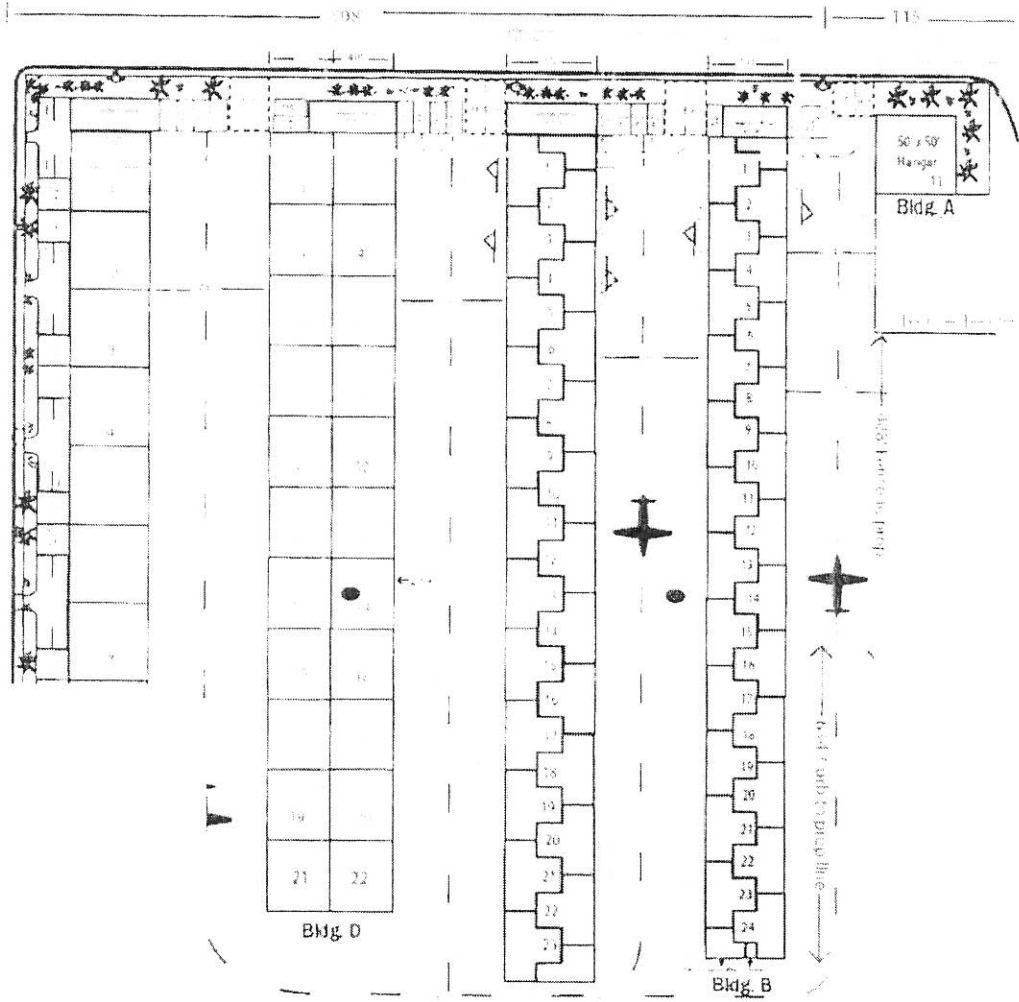


Exhibit B



CERTIFICATION

UNDER THE PROVISIONS OF GOVERNMENT CODE 27361.7 I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: SHERRAL ALLISON
COMMISSION NO.: 1381398
DATE COMMISSION EXPIRES: OCT 24, 2006
COUNTY: RIVERSIDE

DATE: JANUARY 7, 2005

SIGNATURE:

Dotty Headley
DOTTY HEADLEY/CHICAGO TITLE

CERTIFICATION

UNDER THE PROVISIONS OF GOVERNMENT CODE 27361.7 I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Susan Cooper
COMMISSION NO.: 1500746
DATE COMMISSION EXPIRES: July 13, 2008
COUNTY: Riverside

DATE: January 11, 2005
SIGNATURE: Dotty Headley
DOTTY HEADLEY/CHICAGO TITLE

CERTIFICATION

UNDER THE PROVISIONS OF GOVERNMENT CODE 27361.7 I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: MARIA J. VILLARREAL
COMMISSION NO.: 1456976
DATE COMMISSION EXPIRES: DEC 16, 2007
COUNTY: RIVERSIDE

DATE: JANUARY 7, 2005

SIGNATURE: *Dotty Headley*
DOTTY HEADLEY/CHICAGO TITLE

CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

See Attached

Date:

1/20/05

Signature:

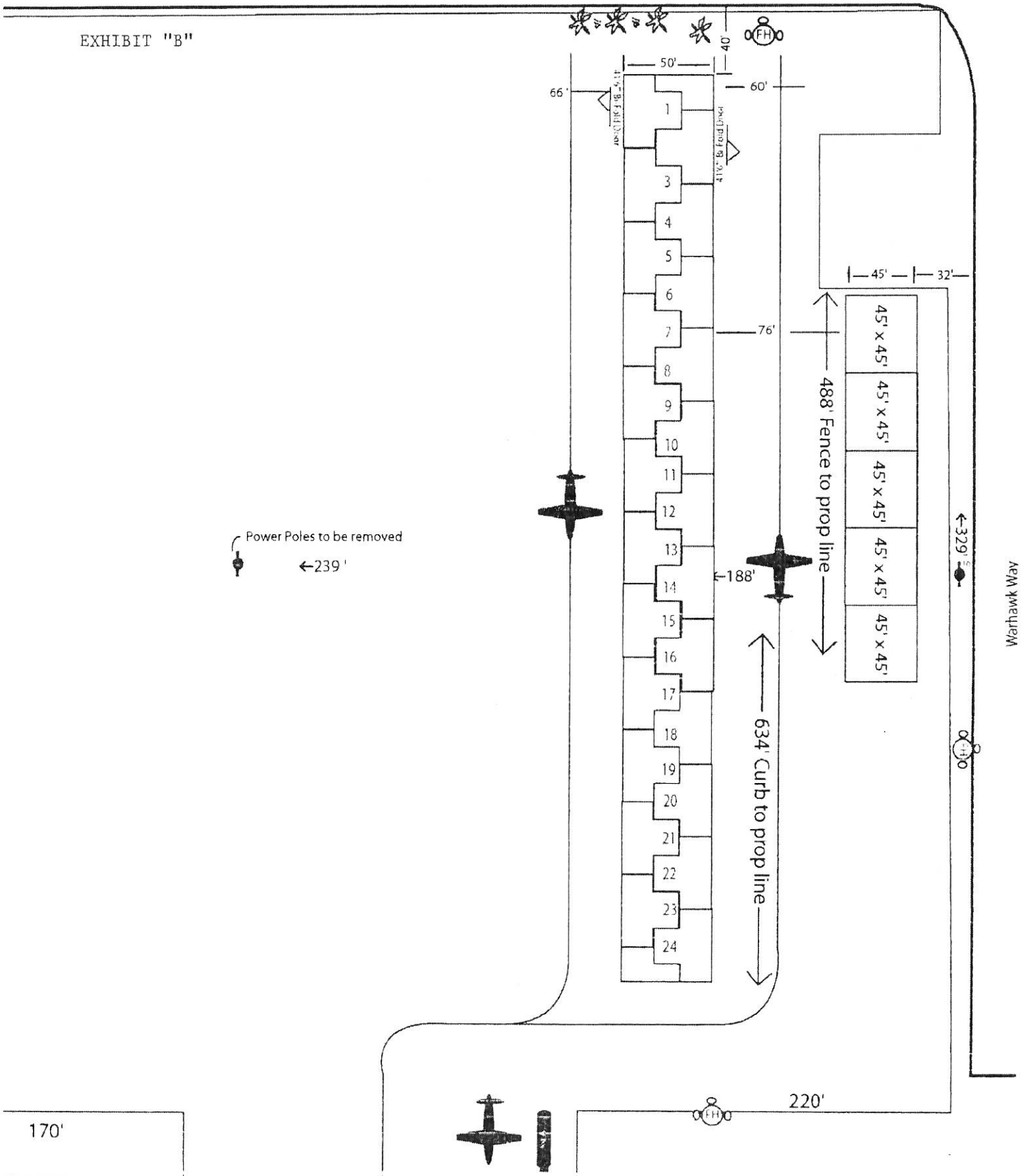


Phase 2

Phase 1

115'

EXHIBIT "B"

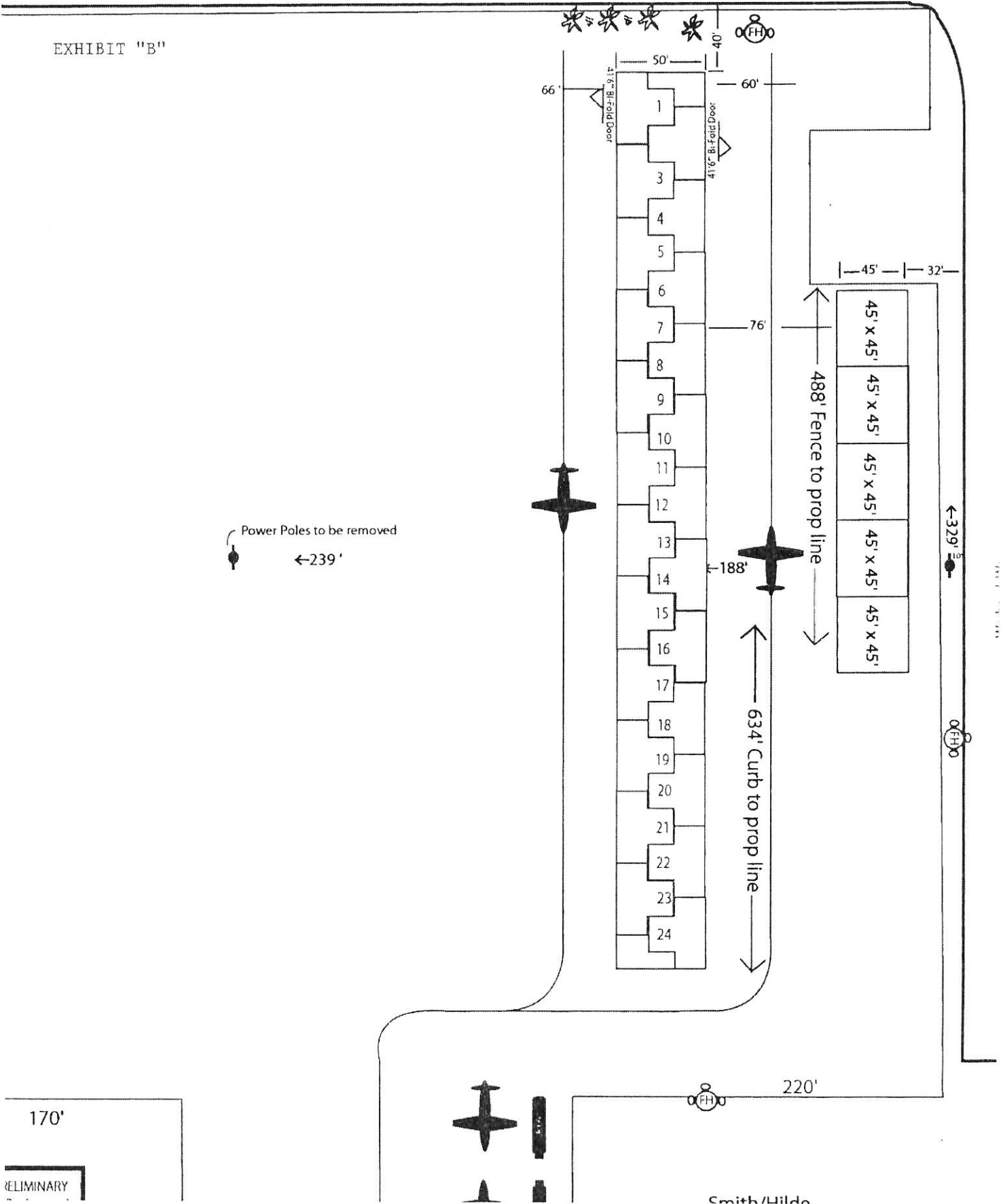


Phase 2

Phase 1

115'

EXHIBIT "B"



Power Poles to be removed
←239'

488' Fence to prop line

634' Curb to prop line

45' x 45'
45' x 45'
45' x 45'
45' x 45'
45' x 45'
45' x 45'

RELIMINARY

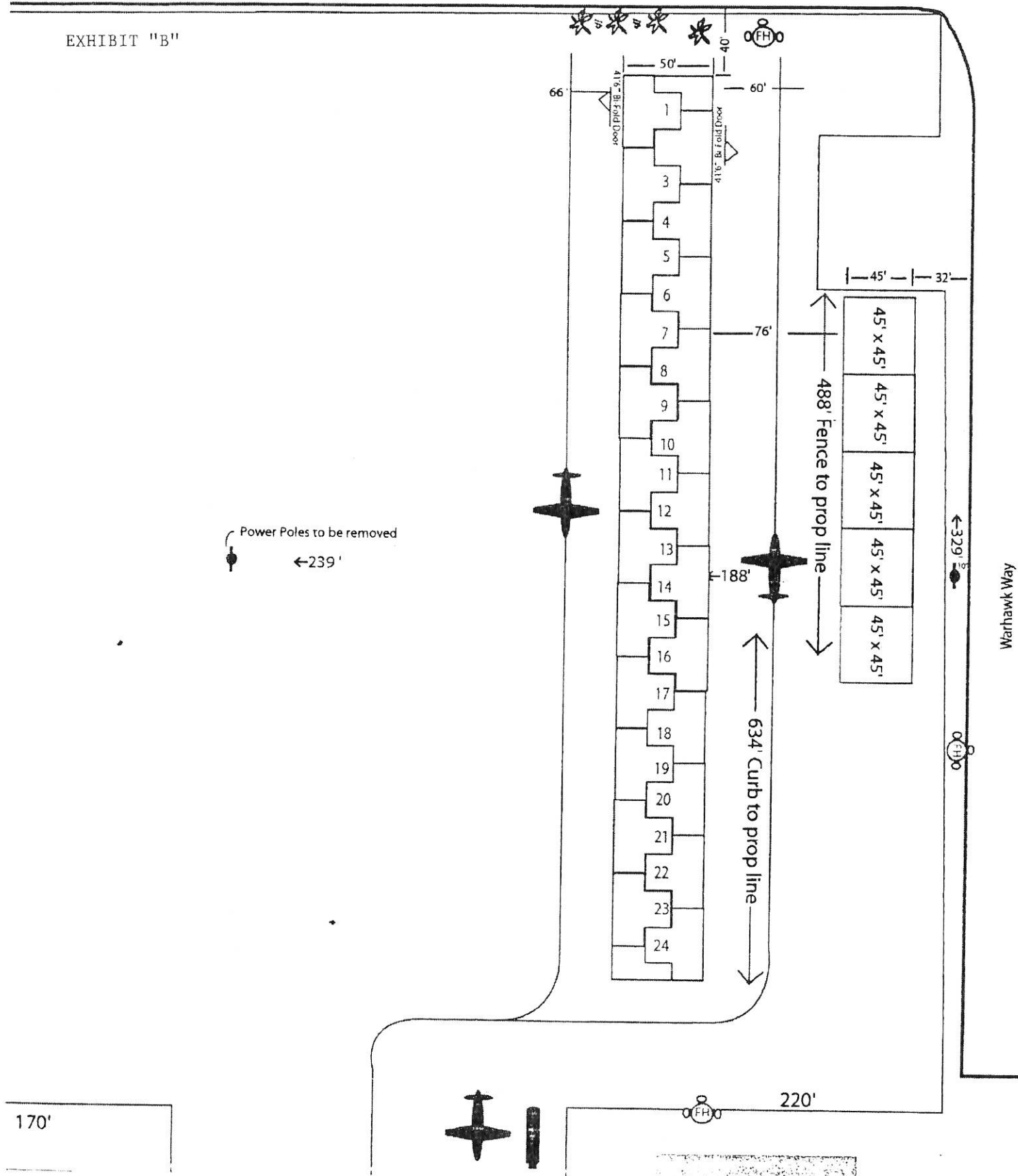
Smith/Hilde

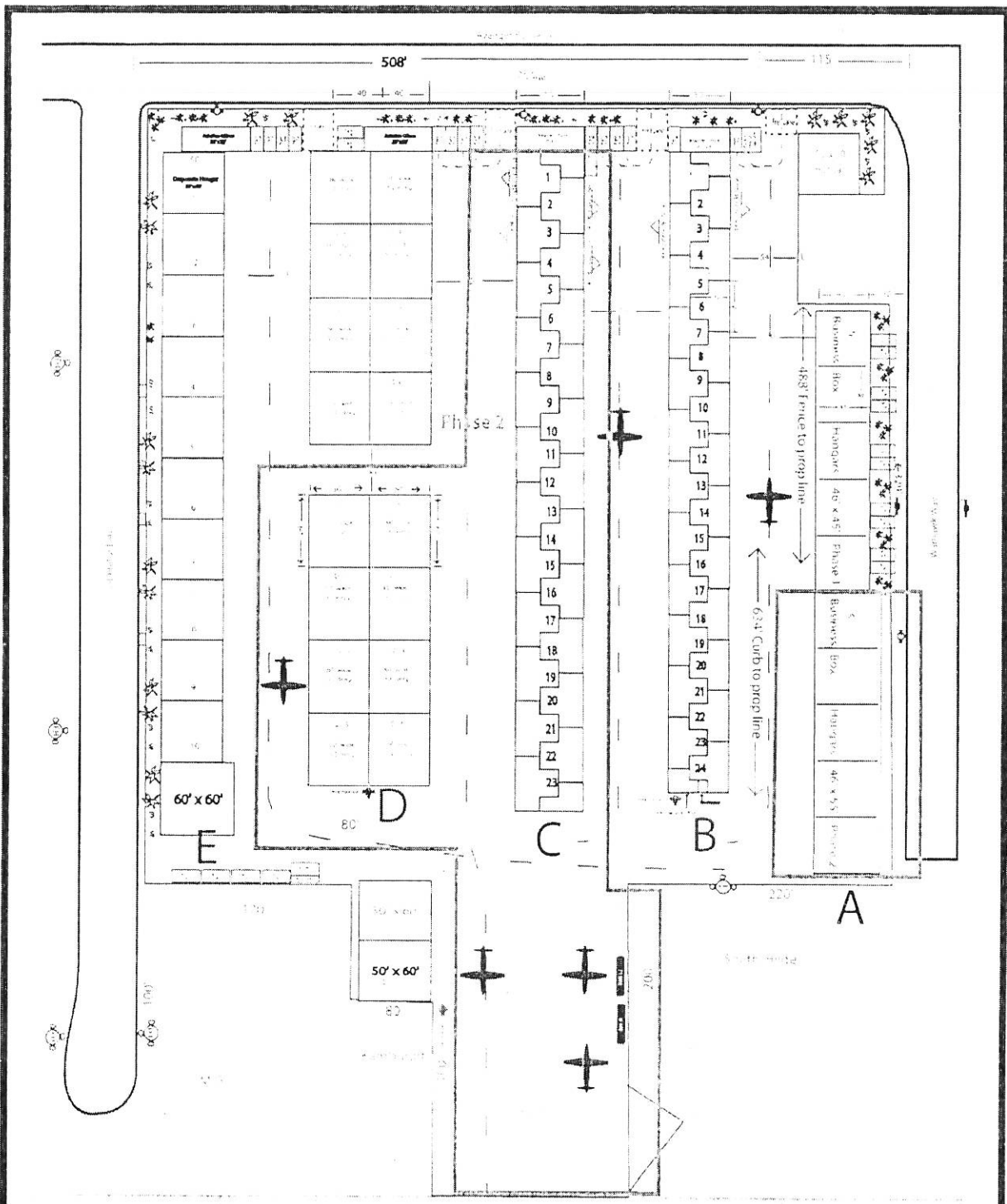
Phase 2

Phase 1

115'

EXHIBIT "B"





Phase 1	Phase 2	Phase 3
237 Large Aircraft - 42x22 (1,125)	25,120	4 Large Box aprons - 60x60
1750 Small Aircraft - 40x20	450	10 Curb Box aprons - 60x40
10000 Small Aircraft - 40x20	1,750	1 Large Box apron - 60x60
10000 Small Aircraft - 40x20	10,000	10 Large Box aprons - 60x40
		10 Large Box aprons - 60x40
		10 Large Box aprons - 60x40

Thermal Regional Airport
 6000 S. Thermal Blvd., Thermal, CA 95254
Master Development 9 Acres
 All Inside AV Storage and Self Serve Fuel

EXHIBIT " B "