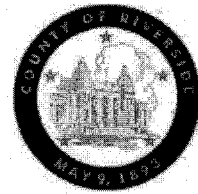


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.12
(ID # 3945)

MEETING DATE:
Tuesday, May 9, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Consent to Assignment of Lease and Sale of Industrial Building between Tyco Electronics Corporation, and The Robert G. Andrei and Dawn M. Andrei 1999 Trust at Hemet-Ryan Airport, District 3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 and Section 15601(b)(3);
2. Approve and consent to the assignment of Lease for 4.05 acres located within Hemet-Ryan Airport in Hemet, California as more specifically set forth in the attached Assignment and Assumption of Lease and Bill of Sale between Tyco Electronics Corporation (Assignor-Seller) and The Robert G. Andrei and Dawn M. Andrei 1999 Trust (Assignee-Buyer);
3. Approve and consent to the sale of the 41,000 square foot industrial building between Tyco Electronics and The Robert G. Andrei and Dawn M. Andrei 1999 Trust as more specifically set forth in the attached Assignment and Assumption of Lease and Bill of Sale agreements between Tyco Electronics Inc. (Assignor-Seller) and The Robert G. Andrei and Dawn M. Andrei 1999 Trust (Assignee-Buyer);

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 4/21/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: May 9, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Chairman of the Board of Supervisors to sign the attached Consent to Assignment of Lease and Consent to Bill of Sale;
5. Approve and Consent to the Third Amendment to Lease between County and Assignee-Buyer; and
6. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any additional documents necessary to implement the consent to assignment and consent to the sale, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Economic Development Agency has received a request to consent to the lease assignment and also to consent to the sale of 41,000 SF industrial building on the Leased Premises. The Lease between the County of Riverside (Lessor) and, Deutsch Electronic Components Divisions, a California corporation, (Lessee), approved by Board of Supervisors on Jan 29, 1982, as amended on October 19, 1982, (First Amendment), June 2, 1992, (Second Amendment), and assigned to Deutsch Engineered Connecting Devices, Inc., formerly known as Butterfly Wendel Us, Inc. a Delaware corporation for approximately 4.05 acres of land contained in two parcels at Hemet Ryan airport (Lease).

The assignment of Lease is subject to approval by the County and the assignment of the Lease and sale of building will not impact or modify the financial terms of the Lease or the existing industrial use of the property as producing revenue for the airport. The assignment of the Lease will release liability from the assignor. The County is requiring a Third Amendment with terms to update the maintenance and environmental responsibility of the Leased Premises.

Pursuant to the California Environmental Quality Act (CEQA), the assignment and bill of sale documents were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities and State CEQA Guidelines 15061(b) (3), General Rule or “Common Sense” exemption. The proposed project, the assignment of Lease and sale of the industrial building, is the assignment and sale of property involving existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty

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

that there is no possibility that the proposed project may have a significant effect on the environment since it is merely a continuation of existing use.

County Counsel has reviewed and approved the Consent to Assignment of Lease and the Consent to Bill of Sale as to form. Staff recommends that the Board of Supervisors approve the attached proposed Consent to Assignment of Lease and Consent to Bill of Sale.

Impact on Residents and Businesses

The Assignment and Bill of Sale will assist both businesses and allow for manufacturing operations to continue providing jobs and services to the community. Both Assignor and Assignee are long time Hemet employers.

SUPPLEMENTAL:

Additional Fiscal Information

There is no net county cost and no budget adjustment required.

ATTACHMENTS:

Attachment A – Consent to Assignment of Release

Attachment B – Consent to Bill of Sale

Attachment C – Purchase and Sale and Lease Assignment Agreement

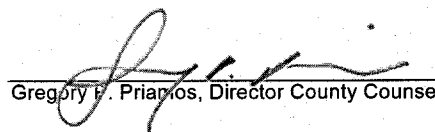
Attachment D – Third Amendment to Lease

Attachment E – Master Ground Lease

RF:JVV:TM:TF:JV:mm


Rehini Dasika, Principal Management Analyst

5/1/2017


Gregory P. Priamos, Director County Counsel

4/26/2017

CONSENT TO ASSIGNMENT AND RELEASE

THIS CONSENT TO ASSIGNMENT AND RELEASE (this "Agreement") is made this 9th day of May, 2017 by and among the County of Riverside, a political subdivision of the State of California ("Lessor"), TE Connectivity Corporation, a Pennsylvania corporation (successor-in-interest to Deutsch Electronic Components Division, a California corporation) ("TE") and The Robert G. Andrei and Dawn M. Andrei 1999 Trust ("Assignee").

RECITALS

A. Lessor and TE are parties to that certain Lease dated June 29, 1982, as amended by that certain First Amendment to Lease, and that certain Second Amendment to Lease dated June 2, 1992, and as referenced in that certain Memorandum of Lease dated August 1, 2005 and recorded on March 1, 2006, as document number 2006-0148503 in the Official Records of the County of Riverside, California, copies of which are attached hereto as Exhibit A (collectively referred to as the "Lease") for approximately 4.05 acres of real property located at 3850 Industrial Avenue, Hemet, California ("Premises"), all as more particularly described in the Lease.

B. TE has entered into that certain Purchase and Sale and Lease Assignment Agreement dated December 8, 2016 (the "Purchase Agreement") with Assignee, which contemplates that TE will assign to Assignee TE's right, title and interest in the Lease pursuant to an Assignment and Assumption of Lease substantially in the form attached hereto as Exhibit B (the "Assignment").

C. As a condition to TE's obligation to assign its right, title and interest in the Lease to Assignee, pursuant to Section 3(b) of the Purchase Agreement, TE must obtain Lessor's consent to the assignment of the Lease and Lessor's release of TE from any liability for any obligations under the Lease from and after the "Effective Date" of the Assignment.

D. Lessor desires to consent to TE's assignment of the Lease to Assignee and desires to release TE from any further liability under the Lease from and after the "Effective Date" pursuant to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Lessor consents to the assignment of the Lease to Assignee and assumption of the Lease by Assignee pursuant to the Assignment and the recording of the Assignment in the Official Records of Riverside County, California upon execution of the Assignment by TE and Assignee; provided, however, that Lessor's consent shall be subject to Assignee's execution and delivery of a Third Amendment to Lease substantially in the form attached hereto as Exhibit C

simultaneously with the closing of the transaction pursuant to the terms of the Purchase Agreement.

2. Notwithstanding anything to the contrary contained in Section 25 of the Lease, Lessor hereby agrees that from and after the "Effective Date" set forth in the Assignment, Lessor hereby releases and forever discharges TE, and its agents, partners, officers, employees and directors, and all of the respective personal representatives, successors and assigns of the foregoing, from any obligations, duties or responsibilities under the Lease and any and all claims, actions, causes of action, liabilities, damages, demands, rights, costs and expenses, including, without limitation, attorneys' fees, expenses and costs, arising under, in connection with or related to the Lease, including but not limited to any claims related to the condition of the Premises or any improvements located thereon.

3. From and after the "Effective Date" set forth in the Assignment, (i) Assignee shall have all rights and obligations of the "Lessee" under the Lease, (ii) Lessor shall look solely to Assignee for performance of the obligation of "Lessee" under the Lease, (iii) the term "Lessee" as used in the Lease shall refer to the Assignee, and (iv) the address for notices to "Lessee" under the Lease shall be:

Dawn Andrei
3500 Tanya Ave.
Hemet, CA 92545

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their permitted successors and assigns.

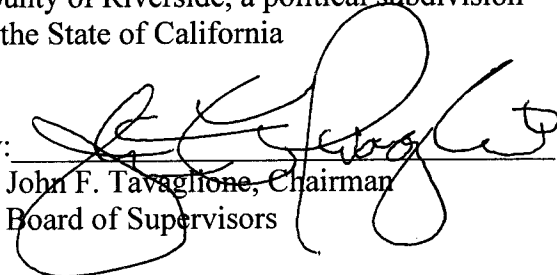
5. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

(Signature pages follow immediately)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

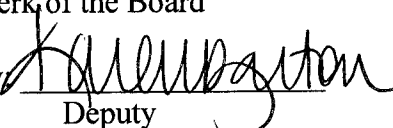
LESSOR:

County of Riverside, a political subdivision
of the State of California

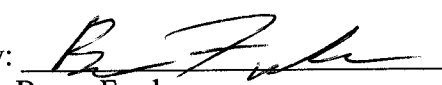
By: 
John F. Tavaglione, Chairman
Board of Supervisors

Attest:

Kecia Ihem-Harper
Clerk of the Board

By: 
Deputy

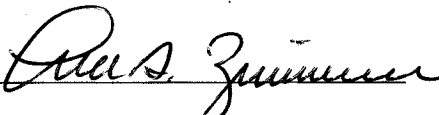
Approved as to Form:
Gregory P. Priamos, County Counsel

By: 
Bruce Fordon
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TE:

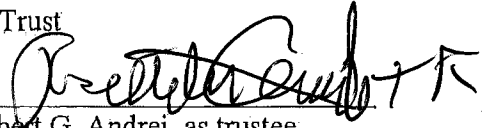
TE Connectivity Corporation, a Pennsylvania corporation

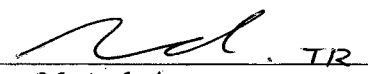
By: 
Name: _____
Title: Lee S. Zimmerman
Vice President, Real Estate

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNEE:

The Robert G. Andrei and Dawn M. Andrei
1999 Trust

By: 
Robert G. Andrei, as trustee

By: 
Dawn M. Andrei, as trustee

**Exhibit A
Lease**

Following this page

Exhibit A Lease

1 LEASE

2 (Hemet-Ryan Airport)

3 COUNTY OF RIVERSIDE, herein called Lessor, leases to
4 DEUTSCH ELECTRONIC COMPONENTS DIVISION, a California corporation,
5 herein called Lessee, the property described below upon the
6 following terms and conditions:

7 1. Recitals.

8 (a) County owns an industrial park development
9 situated at the northeast corner of Cawston Avenue
10 and Stetson Road at the Hemet-Ryan Airport.

11 (b) County desires to lease parcels of real
12 property in the industrial park to various firms
13 or individuals for the construction of buildings
14 and other facilities which will be used in the
15 conduct of business activities.

16 (c) Lessee desires to lease from County
17 certain parcels of real property in the industrial
18 park for such purposes.

19 2. Description. The premises leased hereby are located
20 within Hemet-Ryan Airport, Hemet, California, and consist of two
21 (2) parcels of unimproved land, identified as Parcels 2 and 3,
22 totaling approximately 3.83 acres, as more particularly described
23 on Exhibit "A", attached hereto and by this reference made a part
24 of this lease.

25 3. Use.

26 (a) The premises are leased hereby for the purpose
27 of constructing, operating and maintaining an industrial
28 facility for the manufacture, storage, assembly and
sale of high-technology aerospace component parts and
finished products and such other purposes which are
necessarily and incidentally related thereto.

(b) Notwithstanding provisions of Paragraph 3(a)
above, the leased premises may be used for any other
manufacturing purpose subject to the written consent
of County being first obtained, which consent shall
not be unreasonably withheld.

4. Term.

(a) The term of this lease shall be for a period
of fifty (50) years, commencing July 1, 1982, and
terminating June 30, 2032, subject to the provisions
contained in Paragraphs 17, 18 and 22(d) herein. Any

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

(b) Lessee shall have the right of first refusal as to the renewal of this lease at the expiration of said term at what rent and terms Lessor may then offer.

5. Basic Rent. Lessee shall pay to County the sum of \$910.00 per month as basic rent for the leased premises, payable, in advance, on the first day of the month.

6. 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 April, 1982, into the Consumer Price Index for the month of April immediately preceding the anniversary in which the basic monthly rent is to be adjusted.

(2) Multiply the quotient obtained in Paragraph 6(a)(1) by the basic monthly rent.

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

The Consumer Price Index referred to herein is the All Urban Consumers (U.S. City Average) published monthly by the U. S. Bureau of Labor Statistics. The Consumer Price Index for the month of April, 1982, is 284.3. If the Consumer Price Index is discontinued or revised during the term, 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 has not been discontinued.

(b) Notwithstanding the provisions of Paragraph 6(a) herein, such adjustment shall not decrease or increase the basic monthly rent in excess of ten percent (10%) thereof in any one year period of this lease, and in no event shall such adjustment exceed 35% during any five (5) year period of this lease.

In no event, however, shall the monthly rent be less than the basic monthly rent set forth in Paragraph 5 herein.

(c) Upon written notice by either party to this lease made to the other party not later than one hundred and twenty (120) days immediately preceding each tenth anniversary of this lease to do so, the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

value of the leased premises, less the improvements made by the Lessee thereon, shall be ascertained through negotiation between the parties hereto for the purpose of establishing a new basic monthly rent. Such basic monthly rent shall be the equivalent of one-twelfth (1/12) of eight percent (8%) of such value as agreed upon by the parties. If the parties so agree, they shall forthwith execute an amendment to this lease which sets forth such basic monthly rent.

If the parties are unable to so agree within thirty (30) days after such written notice has been made, each party, at its cost and by giving written notice to the other party, shall appoint a real estate appraiser who is independent of the parties, to appraise the leased premises, less the improvements made by Lessee, for the purpose of establishing such basic monthly rent. If a party does not appoint an appraiser within ten (10) days after the other party has given written notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the basic monthly rent. If the two (2) appraisers are appointed by the parties as stated herein, they shall meet promptly and attempt to establish the basic monthly rent. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to select a third appraiser, who shall be independent of the parties, within ten (10) days after the last day the two (2) appraisers are given to set the basic monthly rent. If they are unable to agree on the third appraiser, either of the parties to this lease upon giving ten (10) days written notice to the other party, may make application to the Presiding Judge of the Superior Court of the County of Riverside, for the selection of a third appraiser, who is independent of the parties. Each of the parties shall bear one-half (1/2) of the cost of appointing the third appraiser and of paying the third appraiser's fee.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the basic monthly rent. If a majority of the appraisers are unable to set the basic monthly rent within said period of time, the three (3) appraisals shall be added together and their total divided by three (3) and the resulting quotient shall be the basic monthly rent. If, however, the low appraisal and/or the high appraisal are/is more than twelve percent (12%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one (1) appraisal is disregarded, the remaining two (2)

1 appraisals shall be added together and their total
2 divided by two (2) and the resulting quotient shall
3 be the basic monthly rent. If both the low appraisal
4 and the high appraisal are disregarded as set forth
5 hereinabove, the middle appraisal shall be the basic
6 monthly rent. After such basic monthly rent has been
7 set, the appraisers shall forthwith notify the parties
8 in writing.

9 (d) In the event the basic monthly rent is
10 changed as set forth in Paragraph 6(c) herein, such
11 rent shall be subject to the provisions contained in
12 Paragraphs 6(a) and 6(b) herein; provided, however,
13 that the percentage limitation cumulation set forth in
14 Paragraph 6(b), if any, from any five (5) year periods
15 preceding the change to the basic monthly rent as set
16 forth in Paragraph 6(c) herein shall not be applicable.

17 7. On-Site Improvement by Lessee.

18 (a) Lessee shall, at its expense, construct, or
19 cause to be constructed, upon the leased premises an
20 on-site improvement consisting of a building for the
21 purposes specified in Paragraph 3 herein, and such
22 building shall contain a floor area of a minimum of
23 thirty thousand (30,000) square feet. Such
24 construction shall commence no later than six (6)
25 months after the term of this lease commences and
26 shall be completed within eighteen (18) months after
27 such construction commences, subject to causes
28 beyond Lessee's control relating to acts of God,
acts of war, civil disorders or other similar acts.
Lessee shall obtain performance, material and labor
and payment bonds in the amounts required by law
and determined by County and shall furnish County
with copies thereof prior to the commencement of
said improvement.

(b) Such improvement, and any other improvements,
alterations and installation of fixtures, to be
undertaken by Lessee shall have the prior written
approval of County after Lessee has submitted to
County proposed plot and building plans, and
specifications therefor, in writing. Such approval
by County shall not be unreasonably withheld. Upon
such approval, Lessee shall complete such improvements
in strict compliance with said plans and
specifications.

(c) Following completion of such improvements,
Lessee shall submit to County: (1) itemized
statement(s) showing the entire cost of improvements,
alterations and fixtures and (2) a complete set of
"As Built" drawings showing every detail, latent or
otherwise, of such improvements, alterations and

1 fixtures, including, but not limited to, electrical
2 circuitry and plumbing.

3 (d) All such improvements, alterations and
4 fixtures, (including, but not limited to, trade
5 fixtures as that term is used in Section 1019 of
6 the Civil Code) shall remain the property of Lessee;
7 provided, however, that Lessee removes, at its
8 expense, such improvements, alterations and fixtures
9 at or prior to the expiration of this lease and
10 restores the leased premises to their original shape
11 and condition as nearly as practicable. In the event
12 Lessee does not so remove such improvements,
13 alterations and fixtures, they shall become the
14 property of County for no further consideration of
15 any kind except as provided in Paragraph 21 herein,
16 and Lessee shall execute any documents that may be
17 required or necessitated conveying its interest in
18 such improvements, alterations and fixtures to County.

11 8. Off-Site Improvements by Lessee. It is understood
12 by the parties hereto that the leased premises front on
13 Industrial Avenue, which is a paved street with curbs and gutters
14 and within the street are water and sewer connections that are
15 available for hook up at Lessee's expense. It is further
16 understood that electrical and gas utilities are available in the
17 general area of the leased premises but they do not reach the
18 leased premises. Therefore, in order for the on-site improvement
19 required in Paragraph 7(a) herein to be fully usable and
20 operational, Lessee, at its expense, shall extend and/or connect,
21 or cause to be extended and/or connected, to such on-site
22 improvement such utility service facilities that may be required
23 or desired by Lessee in the use, operation and maintenance of
24 such on-site improvement. Such extensions and connections shall
25 be completed prior to or at the same time the on-site improvement
26 is required to be completed as provided in Paragraph 7(a)
27 herein. After such extensions and connections have been made,
28 Lessee shall be responsible for the payment for the use of such
utility services.

21 9. Signs. Lessee shall not erect, maintain or display
22 any signs or other forms of advertising upon the leased premises
23 without first obtaining the written approval of County, which
24 approval shall not be unreasonably withheld.

24 10. Maintenance.

25 (a) Lessee shall maintain the leased premises and
26 the improvement to be constructed thereon in a neat,
27 safe, orderly and attractive condition during the term
28 of this lease, and Lessee shall provide for the sanitary
handling and disposal of all refuse accumulated as a
result of Lessee's use of the leased premises and the
improvement thereon. In addition, the exterior and
the interior of the improvement to be constructed upon

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

the leased premises shall be maintained in good working condition and repair during the term of this lease.

(b) In the event of damage or destruction of all or any part of the improvement to be constructed upon the leased premises rendering said premises unusable, for the purposes set forth in Paragraph 3 herein, in whole or in part, Lessee shall repair such damage or destruction with due diligence in accordance with Paragraphs 7(b) and 7(c), but only to the extent of the insurance coverage required by this lease.

11. County's Reserved Rights.

(a) The leased premises are accepted by Lessee subject to any and all existing easements or other encumbrances; and, County shall have the right to enter upon the leased premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the leased premises or any part thereof. County shall cause the surface of the leased premises to be restored to its original condition upon the completion of any construction. In the event such construction renders any portion of the leased premises unusable, the rent shall abate pro rata as to such unusable portion during the period of such construction. Any right as set forth in this paragraph shall not be exercised unless a prior written notice of 30 days is given to Lessee; provided, however, in the event such right must be exercised by reason of emergency, then County shall give Lessee such notice in writing as is reasonable under existing circumstances.

(b) County reserves the right to take any action it considers necessary to protect the aerial approaches of the Hemet-Ryan Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Hemet-Ryan Airport which, in the opinion of County, would limit the usefulness of the Hemet-Ryan Airport or constitute a hazard to aircraft.

12. Inspection of Premises. County, through its duly authorized agent, 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.

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

5 14. Compliance with Government Regulations. Lessee
6 shall, at Lessee's sole cost and expense, comply with the
7 requirements of all local, state and federal statutes,
8 regulations, rules, ordinances and orders now in force or which
9 may be hereafter in force, pertaining to the leased premises.
10 The final judgment, decree or order of any court of competent
11 jurisdiction, or the admission of Lessee in any action or
12 proceedings against Lessee, whether Lessee be a party thereto or
13 not, that Lessee has violated any such statutes, regulations,
14 rules, ordinances, or orders, in the use of the leased premises,
15 shall be conclusive of the fact as between County and Lessee.

16 15. Accounting Records and Documents.

17 (a) Lessee shall maintain accounting records
18 and supporting documents in connection with the
19 improvements referred to in Paragraphs 7 and 8 herein.

20 (b) County shall have the right to examine and
21 inspect such records and documents mentioned in Paragraph
22 15(a) above for the purpose of verifying the costs and
23 drawings required to be submitted by Lessee in Paragraph
24 7(c) herein, subject to reasonable notice, in writing,
25 to Lessee.

26 16. Discrimination or Segregation.

27 (a) Lessee shall not discriminate in Lessee's
28 recruiting, hiring, promotion, demotion or termination
practice on the basis of race, religious creed, color,
national origin, ancestry, sex, age, physical handicap,
medical condition or marital status with respect to its
use of the leased premises hereunder, and Lessee shall
comply with the provisions of the California Fair
Employment Practice Act (Labor Code Sections 1410, et
seq.), the Federal Civil Rights Act of 1964
(P.L. 88-252) and all amendments thereto, Executive
Order No. 12246 (30 Federal Register 12319), as amended,
and all Administrative Rules and Regulations issued
pursuant to said Acts and Orders with respect to its use
of the leased premises.

(b) Lessee shall not discriminate against or
cause the segregation of any person or group of persons
on account of race, religious creed, color, national
origin, ancestry, sex, age, physical handicap, medical
condition or marital status, in the occupancy, use,
tenure or enjoyment of the leased premises, nor shall
Lessee, or any person claiming under or through Lessee,
establish or permit any such practice or practices

1 of discrimination or segregation with reference to the
2 selection, location, number, use or occupancy of any
persons within the leased premises.

3 (c) Lessee assures that it will undertake an
4 affirmative action program as required by 49 CFR,
5 Part 21, to insure that no person shall on the grounds
6 of race, creed, color, national origin, or sex be
7 excluded from participating in any employment
8 activities covered in 49 CFR, Part 21, with respect
9 to its use of the leased premises. Lessee further
10 assures that no person shall be excluded on these
11 grounds from participating in or receiving services
12 or benefits of any program or activity covered herein
with respect to its use of the leased premises. Lessee
further assures that it will require that its
subcontractors and independent contractors provide
assurance to Lessee that they similarly will
undertake affirmative action programs and that they
will require assurances from their subcontractors
and independent contractors, as required by 49 CFR,
Part 21, to the same effect with respect to its use
of the leased premises.

13 17. Termination by County. County shall have the right
14 to terminate this lease:

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

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

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

21 (d) In the event Lessee fails to perform, keep
22 or observe any of Lessee's duties or obligations
23 hereunder; provided, however, that Lessee shall have
thirty (30) days in which to correct Lessee's breach
or default after written notice thereof has been
served on Lessee by County.

24 18. Termination by Lessee. Lessee shall have the right
25 to terminate this lease in the event County fails to perform,
26 keep or observe any of its duties or obligations hereunder;
27 provided, however, that County shall have thirty (30) days in
28 which to correct its breach or default after written notice
thereof has been served on it by Lessee; provided, further,
however, that in the event such breach or default is not
corrected, Lessee may elect to terminate this lease in its
entirety or as to any portion of the premises affected thereby,

1 and such election shall be given by an additional fifteen (15)
2 days written notice to County.

3 19. Eminent Domain. If any portion of the leased
4 premises shall be taken by eminent domain and a portion thereof
5 remains which is usable by Lessee for the purposes set forth in
6 Paragraph 3 herein, this lease shall, as to the part taken,
7 terminate as of the date title shall vest in the condemnor, or
8 the date of prejudgment possession obtained through a court of
9 competent jurisdiction, whichever is earlier, and the rent
10 payable hereunder shall abate pro rata as to the part taken;
11 provided, however, in such event County reserves the right to
12 terminate this lease as of the date when title to the part taken
13 vests in the condemnor or as of such date of prejudgment
14 possession. If all of the leased premises are taken by eminent
15 domain, or such part be taken so that the leased premises are
16 rendered unusable for the purposes set forth in Paragraph 3
17 herein, this lease shall terminate. If a part or all of the
18 leased premises be so taken, except as provided in Paragraph 21
19 herein, all compensation awarded upon such taking shall be
20 payable to County and Lessee shall have no claim thereto, and
21 Lessee hereby assigns to County any right to compensation or
22 damages, or both, to which Lessee may be entitled by reason of
23 such taking.

24 20. Continuation of Lease after Abandonment. Even
25 though Lessee has abandoned the leased premises, this lease shall
26 continue in effect for so long as County does not terminate
27 Lessee's right to possession, and County may enforce all of its
28 rights and remedies under this lease, including, but not limited
to, the right to recover rent as it becomes due hereunder. For
the purposes of this Paragraph 20, 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.

29 21. Reimbursement to Lessee. In the event this lease is
30 terminated as provided in Paragraphs 18 and 19 herein, County
31 shall reimburse Lessee with an amount of money equal to the
32 actual costs incurred by Lessee for any improvements, alterations
33 or installation of fixtures including, but not limited to, trade
34 fixtures as that term is used in Section 1019 of the Civil Code,
35 undertaken by Lessee in strict compliance with the provisions
36 contained in Paragraphs 7(a), 7(b) and 7(c) herein; provided,
37 however, that such costs shall be amortized, for the purpose of
38 this lease, by using a straight-line depreciation schedule, which
39 schedule shall commence on the completion date of such
40 improvements, alterations or fixtures and terminate fifty (50)
41 years thereafter or on the termination date of this lease as set
42 forth in Paragraph 4 herein, whichever is earlier; provided,
43 further, however, that such costs shall be offset by an amount
44 equal to any proceeds of insurance received by Lessee to cover
45 such costs. The provisions of this Paragraph 21,
46 notwithstanding, shall not apply to any such improvements,

1 alterations or fixtures removed by Lessee in accordance with the
2 provisions contained in Paragraph 7(d) herein.

3 22. Insurance. Lessee shall during the term of this
4 lease:

5 (a) Procure and maintain Workers' Compensation
6 Insurance as prescribed by the laws of the State of
7 California.

8 (b) Procure and maintain comprehensive general
9 liability insurance coverage that shall protect Lessee
10 from claims for damages for personal injury, including
11 accidental and wrongful death, as well as from claims
12 for property damage, which may arise from Lessee's use
13 of the leased premises or the performance of its
14 obligations hereunder, whether such use or performance
15 be by Lessee, by any subcontractor, or by anyone
16 employed directly or indirectly by either of them.
17 Such insurance shall name County as an additional
18 insured with respect to this lease and the obligations
19 of Lessee hereunder. Such insurance shall provide
20 for limits of not less than \$1,000,000.00 per
21 occurrence.

22 (c) Procure and maintain fire and extended
23 coverage on the improvements, alterations and fixtures
24 to be constructed and installed upon the leased
25 premises in an amount not less than eighty percent
26 (80%) of the actual value of such improvements,
27 alterations and fixtures. Such insurance shall name
28 County as an additional insured with respect to this
lease and the obligations of Lessee hereunder.

(d) Cause its insurance carrier(s) to furnish
County by direct mail with certificate(s) of insurance
showing that such insurance is in full force and effect,
and that County is named as an additional insured with
respect to this lease and the obligations of Lessee
hereunder. Further, said certificate(s) shall contain
the covenant of the insurance carrier(s) that ninety
(90) days written notice shall be given to County prior
to modification, cancellation or reduction in coverage
of such 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 required in this Paragraph 22.

1 23. County's Reserved Rights--Insurance. County
2 reserves the right to adjust the monetary limits of insurance
3 coverage as required in Paragraph 22 herein every other year
4 during the term of this lease, beginning as of the second
5 anniversary of this lease; provided, however, that any adjustment
6 herein shall not increase said monetary limits of insurance
7 coverage for the preceding two (2) years in excess of twenty
8 percent (20%) thereof.

9 24. Hold Harmless.

10 (a) Lessee represents that it has inspected the
11 leased premises, accepts the condition thereof and
12 fully assumes any and all risks incidental to the use
13 thereof. County shall not be liable to Lessee, its
14 officers, agents, employees, subcontractors or
15 independent contractors for any personal injury or
16 property damage suffered by them which may result
17 from hidden, latent or other dangerous conditions
18 in, on, upon or within the leased premises; provided,
19 however, that such dangerous conditions are not caused
20 by the negligence of County, its officers, agents or
21 employees.

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

 (c) The specified insurance limits required in
Paragraph 22 herein shall in no way limit or
circumscribe Lessee's obligations to indemnify and hold
County free and harmless herein.

23 25. Assignment. Lessee cannot assign, sublet,
24 mortgage, hypothecate or otherwise transfer in any manner any of
25 its rights, duties and obligations hereunder to any person or
26 entity without the written consent of County being first
27 obtained, which consent shall not be unreasonably withheld. In
28 the event of any such transfer, as provided in this Paragraph 25,
Lessee expressly understands and agrees that it shall remain
liable with respect to any and all of the obligations and duties
contained in this lease.

28 / / / /

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

26. Right to Encumber/Right to Cure.

(a) Lessee's Right to Encumber. Notwithstanding provisions of Paragraph 25 herein, County does hereby consent to and agree that Lessee may encumber or assign, or both, for the benefit of a lender, herein called Encumbrancer, this lease, the leasehold estate and the improvements thereof by a deed of trust, mortgage or other security-type instrument, herein called trust deed, to assure the payment of the promissory note of Lessee, and the prior written consent of County shall not be required:

(1) To a transfer of this lease at foreclosure under the trust deed, judicial foreclosure, or an assignment in lieu of foreclosure; or,

(2) To any subsequent transfer by the Encumbrancer if the Encumbrancer is an established bank, savings and loan association or insurance company, and is the purchaser at such foreclosure sale, or is the assignee under an assignment in lieu of foreclosure; provided, however, that in either such event the Encumbrancer forthwith gives notice to County in writing of any such transfer, setting forth the name and address of the transferee, the effective date of such transfer, and the express agreement of the transferee assuming and agreeing to perform all of the obligations under this lease, together with a copy of the document by which such transfer was made.

Any Encumbrancer described in Paragraph 26(a)(2) above which is the transferee under the provisions of Paragraph 26(a)(1) above shall be liable to perform the obligations and duties of Lessee under this lease only so long as such transferee holds title to the leasehold. Any subsequent transfer of this leasehold hereunder, except as provided for in Paragraph 26(a)(2) above, shall not be made without the prior written consent of County and shall be subject to the conditions relating thereto as set forth in Paragraph 25 herein. Lessee shall give County prior notice of any such trust deed, and shall accompany such notice with a true copy of the trust deed and note secured thereby.

(b) Right of Encumbrancer to Cure. County agrees that it will not terminate this lease because of any default or breach hereunder on the part of Lessee if the Encumbrancer under the trust deed, within ninety (90) days after service of written notice on the Encumbrancer by County of its intention to terminate this lease for such default or breach, shall:

JAMES H. ANGELL
COUNTY COUNSEL
LAW LIBRARY BLDG.
RIVERSIDE, CALIFORNIA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(1) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this lease; provided, however, that for the purpose of the foregoing, the Encumbrancer shall not be required to pay money to cure the bankruptcy or insolvency of Lessee; or,

(2) If such default or breach is not so curable, cause the trustee under the trust deed to commence and thereafter diligently to pursue to completion steps and proceedings for judicial foreclosure, the exercise of the power of sale under and pursuant to the trust deed in the manner provided by law, or accept from Lessee an assignment in lieu of foreclosure, and keep and perform all of the covenants and conditions of this lease requiring the payment or expenditure of money by Lessee until such time as said leasehold shall be sold upon foreclosure pursuant to the trust deed, be released or reconveyed thereunder, be sold upon judicial foreclosure or be transferred by deed in lieu of foreclosure.

27. Free from Liens. 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 Lessee, in, upon, or about the leased premises, and which may be secured by a mechanics', materialmen's or other lien against the leased premises or County's interest therein, and will cause each 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 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, 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.

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

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

30. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this lease shall be 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

32. 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:

<u>COUNTY:</u>	<u>LESSEE:</u>
County of Riverside	Deutsch Electronic Components
Aviation Department	Division
3562 Tenth St.	7001 W. Imperial Highway
Riverside, CA 92501	Los Angeles, CA 90045
	Attn: Alex Deutsch

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

33. Permits, Licenses and Taxes. Lessee shall secure at its expense, all necessary permits and licenses as it may be required to obtain, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee 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.

34. County's Representative. County hereby appoints the Aviation Director as its authorized representative to administer this lease.

35. Acknowledgment of Lease by County. Upon execution of this lease by the parties hereto, this lease shall be acknowledged by County in such a manner that it will be acceptable by the County Recorder for recordation purposes.

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

37. Construction of Lease. The parties hereto negotiated this lease at arms length and with the advice of their respective attorneys, and no provisions contained herein shall be

///
///

1 construed against County solely because it prepared this lease
in its executed form.

2 Dated: JUN 29 1982

3

COUNTY OF RIVERSIDE

4

5 BY *[Signature]*
Chairman, Board of

6

Supervisors

7

ATTEST:

8

WILLIAM E. CONERLY, Clerk

9

BY *[Signature]*
Deputy

10

(SEAL)

11

APPROVED AS TO FORM AND CONTENT:

12

Dated: June 10, 1982

13

JAMES E. Angell, County Counsel
GERALD J. GEERLINGS, Assistant
PETER H. LYONS, Deputy

14

15

By *[Signature]*
Attorneys for County

16

DEUTSCH ELECTRONIC COMPONENTS
DIVISION, a California corporation

17

18

19

By *[Signature]*

20

Title: President

21

(Corporate Seal)

22

APPROVED AS TO FORM AND CONTENT:

23

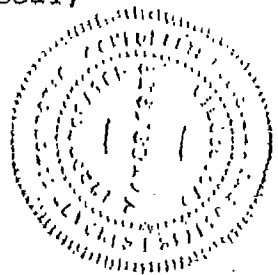
Dated: June 15, 1982

24

[Signature]
Attorneys for Lessee

25

26



:rmh

6/10/82

28

AMES H. ANGELL
COUNTY COUNSEL
LAW LIBRARY BLDG.
RIVERSIDE, CALIFORNIA

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPOSED INDUSTRIAL SITE FOR
A 3 ACRE PARK AT HEMET-RYAN AIRPORT

That portion of the northwest one-quarter of the southwest one-quarter of Section 18, T.5S., R.1W., S.B.M., described as follows:

Commencing at the intersection of the southerly line of the northerly 44 feet of said northwest one-quarter of the southwest one-quarter with the easterly line of the westerly 44 feet thereof;

Thence S. 89°56'12"E. along said southerly line a distance of 660.20' to the TRUE POINT OF BEGINNING;

Thence continuing S. 89°56'12"E. along said southerly line of the northerly 44 feet a distance of 177.29 feet to beginning point of circular curve bending to the south;

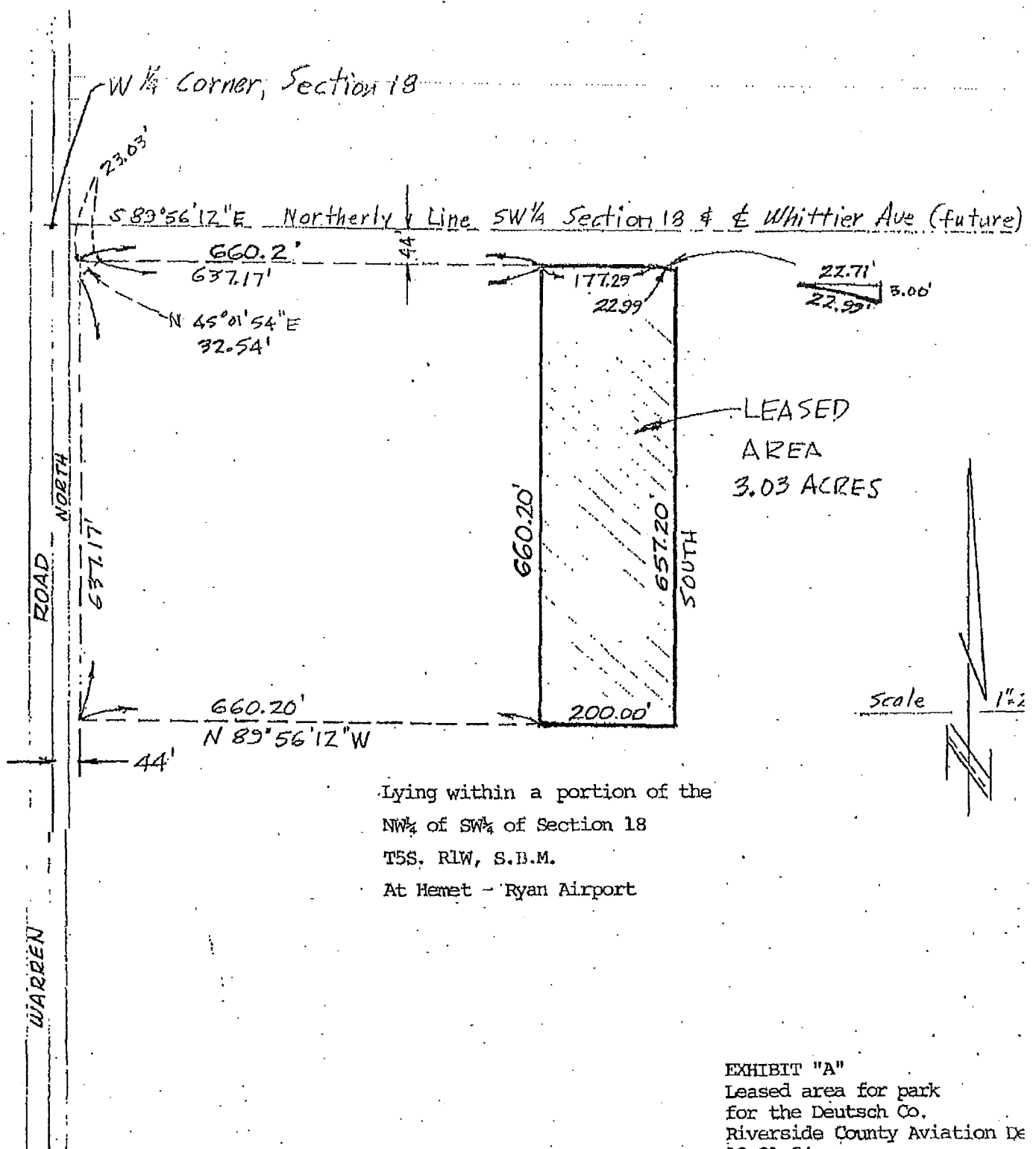
Thence continuing along 7°30'46" circular curve a distance of 22.99 feet;

Thence due south, parallel with the westerly line of said southwest one-quarter a distance of 657.2 feet;

Thence N. 89°56'12"W., parallel with the northerly line of said southwest one-quarter a distance of 200.00 feet to said westerly line of parcel which is 660.2 feet S. 89°56'12"E. of the westerly 44 feet of said northwest one-quarter of the southwest one-quarter;

Thence due north along said westerly line a distance of 660.2 feet to the true point of beginning.

Containing 3.03 acres, more or less.



Lying within a portion of the
 NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18
 T5S, R1W, S.B.M.
 At Hemet - Ryan Airport

EXHIBIT "A"
 Leased area for park
 for the Deutsch Co.
 Riverside County Aviation De
 12-21-84

a Portion of the SW 1/4 of Section 17
 T.5S., R.1W., S.B.M., Calif.

Scale: 1" = 100'

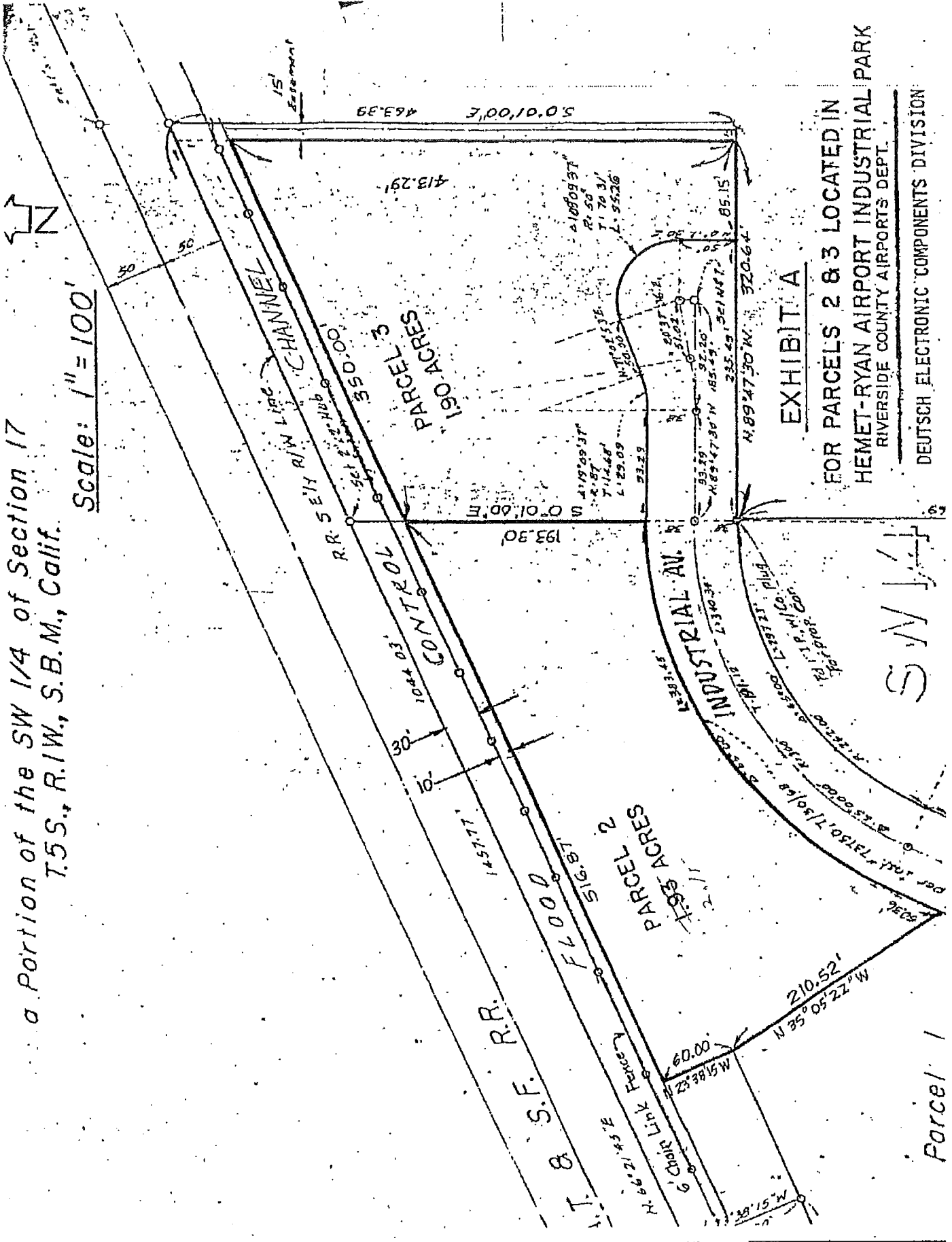


EXHIBIT A

FOR PARCELS 2 & 3 LOCATED IN
 HEMET-RYAN AIRPORT INDUSTRIAL PARK
 RIVERSIDE COUNTY AIRPORTS DEPT.

DEUTSCH ELECTRONIC COMPONENTS DIVISION

SW 1/4

Parcel 1

FIRST AMENDMENT TO LEASE
(Hemet-Ryan Airport)

4.05 ACRES

P-125

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The COUNTY OF RIVERSIDE, Lessor, and DEUTSCH ELECTRONIC COMPONENTS DIVISION, a California corporation, Lessee, hereby agree to amend that certain Lease dated June 29, 1982, pertaining to approximately 3.83 acres of unimproved land as more particularly described on Exhibit "A" attached thereto, as follows:

- 1. The word "Lessor" which appears on line 3½, page 1 of the Lease is changed to read "County."
- 2. Paragraph 2 of the Lease is changed to read:
 - 2. Description. The premises leased hereby are located within Hemet-Ryan Airport, Hemet, California, and consist of two (2) parcels of unimproved land, identified as parcels 2 and 3, totaling approximately 4.05 acres, as more particularly described on Exhibit "B", attached hereto and by this reference made a part of this lease.
- 3. Exhibit "A" attached to the Lease is superseded and replaced by Exhibit "B", attached hereto and made a part of this First Amendment to Lease.
- 4. All other provisions of the Lease remain the same.

Dated: _____ COUNTY OF RIVERSIDE

By _____
Chairman, Board of Supervisors

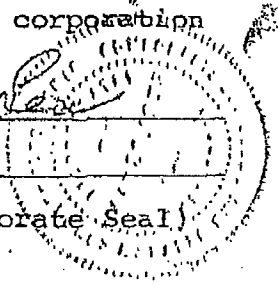
ATTEST:
GERALD A. MALONEY
Clerk of the Board

By _____
Deputy

DEUTSCH ELECTRONIC COMPONENTS
DIVISION, a California corporation

By Gerald P. [Signature]
Title: PRESIDENT

(Corporate Seal)



(SEAL)

RECEIVED SEP 20 1982

PHL:rmh
8/26/82

AMES H. ANGELL
COUNTY COUNSEL
LAW LIBRARY BLDG.
RIVERSIDE, CALIFORNIA

1.5 S. R.I.W., S.B.M., Calif.

Scale: 1" = 100'

N

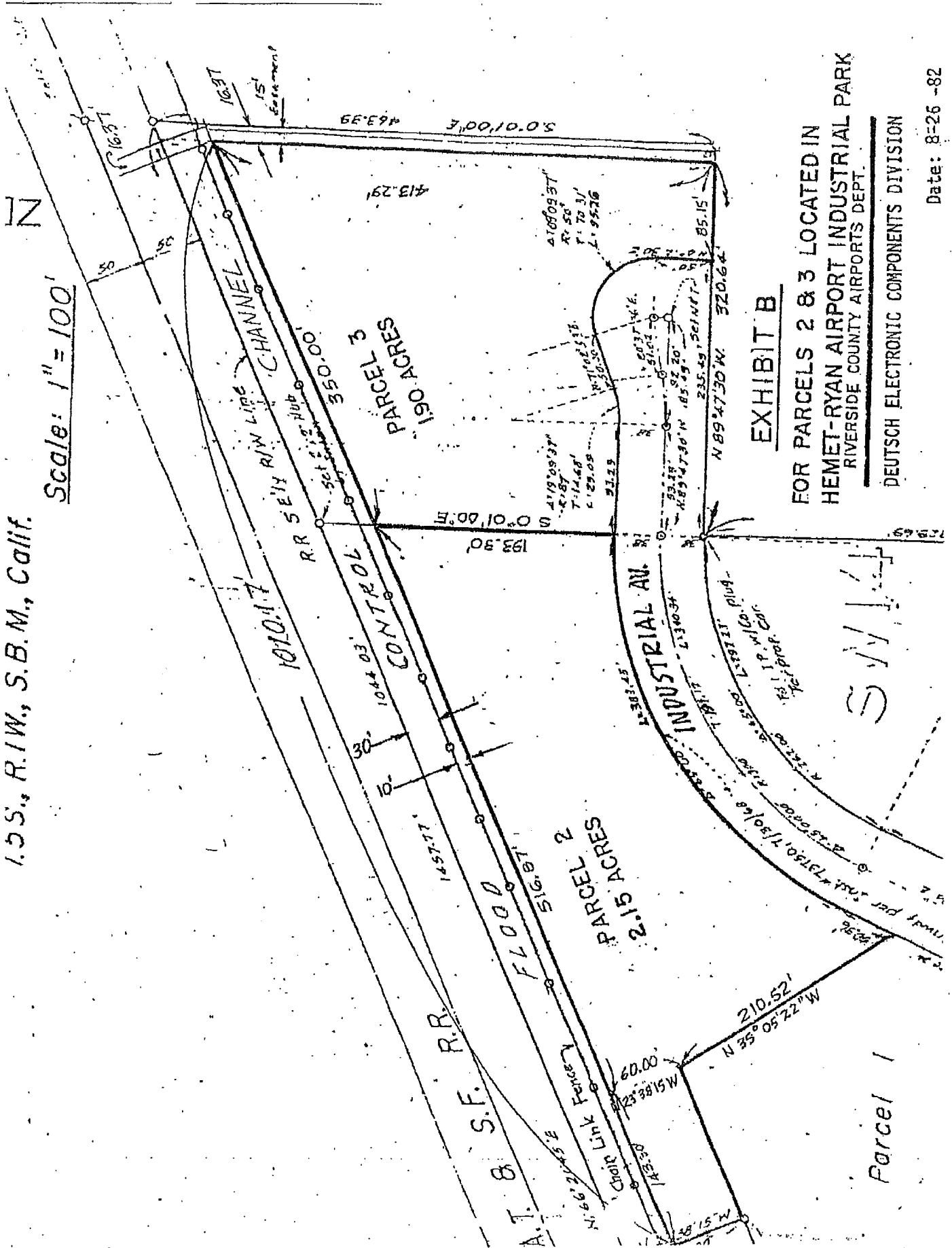


EXHIBIT B

FOR PARCELS 2 & 3 LOCATED IN
HEMET-RYAN AIRPORT INDUSTRIAL PARK
RIVERSIDE COUNTY AIRPORTS DEPT.

DEUTSCH ELECTRONIC COMPONENTS DIVISION

Date: 8-26 -82

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND AMENDMENT TO LEASE
(Hemet-Ryan Airport)

The COUNTY OF RIVERSIDE, Lessor, and DEUTSCH ELECTRONIC COMPONENTS DIVISION, a California corporation, Lessee, hereby agree to amend that certain Lease dated June 29, 1982, as amended on October 12, 1982, pertaining to approximately 4.05 acres of real property as more particularly described on Exhibit "B" attached thereto, as follows:

1. The monthly rent is increased from \$1,297.00 to \$1,647.00, effective July 1, 1992.

2. All other provisions of the lease, as amended, remain the same.

Dated: JUN 2 1992

COUNTY OF RIVERSIDE

Facsimile Signature
affixed by Clerk per
Sec. 25103 Gov. Code

By: Walt A. Decker
Vice Chairman, Board of Supervisors

ATTEST:

GERALD A. MALONEY
Clerk of the Board

By: Margaret Rosen
Deputy

[SEAL]

DEUTSCH ELECTRONIC COMPONENTS
DIVISION, a California corporation

By: Carl Deutsch

CARL DEUTSCH

(Printed Name)

Title: CHAIRMAN

CHAIRMAN

(Corporate Seal)

PHL:dbf/326lease
042892

WILLIAM C. KATZENSTEIN
COUNTY COUNSEL
SUITE 300
3535 - 10TH STREET
RIVERSIDE, CALIFORNIA

JUN 2 1992

3.12

DOC # 2006-0148503

03/01/2006 08:00A Fee:51.00

Page 1 of 9 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Recording requested by, and
when recorded return to:

Harmon Sieff

A Law Corporation

15760 Ventura Boulevard # 1900

Encino, California 91436



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
			9						
					1				5
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

APN# 456-050-004-0
Tra 006
DIT Not Shown

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated as of August 1, 2005 is entered into between County of Riverside, a political subdivision of the State of California, ("Landlord") and The Deutsch Company, a California corporation, formerly known as Deutsch Electronic Components Division ("Tenant").



RECITALS

- A. On or about June 29, 1982, Landlord and Tenant entered into a Lease ("Lease"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord that real property more particularly described in Exhibit A which is attached hereto and incorporated herein by this reference and which is commonly known as 3850 Industrial Avenue, Hemet, California and is comprised of over four acres ("Premises").
- B. Landlord and Tenant desire to execute this Memorandum to provide constructive notice of Tenant's rights under the Lease to all third parties.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1.
Term.

Landlord has leased the Premises to Tenant for a term of fifty (50) years commencing on July 1, 1982 and ending on June 30, 2032.

Section 2.
Lease Terms.

The rental of the Premises to Tenant is pursuant to a written agreement dated 1982, as amended twice: October 19, 1982 and June 2, 1992. Said Lease, and both of said amendments, are hereby incorporated by reference into this Memorandum.

Section 3.
Successors and Assigns.

This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

Section 4.
Governing Law.

This Memorandum and the Lease are governed by California law. Executed as of the date first above written.

The Deutsch Company
A California Corporation

by: W.E. Holler
W.E. Holler
Vice President

COUNTY OF RIVERSIDE
A Political Subdivision

by: Bob Buster
BOB BUSTER
(print name)

Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk of the Board

By: Schlemmer
Deputy

FORM APPROVED
COUNTY COUNSEL

FEB 01 2006

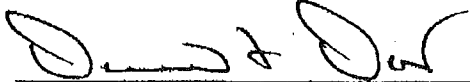
BY: Jordan V. Uto

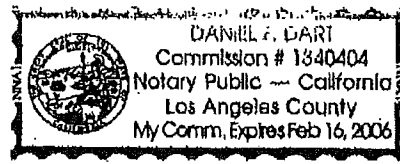
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On Jan 19, 200~~7~~⁶, before me, Daniel F. Dart, Notary Public, personally appeared W. E. HOLLER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


(Notary)



STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On February 7, 2008, before me, Maria J. Villarreal, Notary Public, personally appeared Bob Buster, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Maria Villarreal
(Notary)

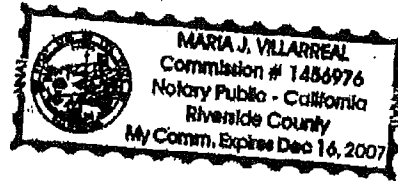


EXHIBIT "A"

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS SAID RIGHT OF WAY IS DESCRIBED IN A DEED RECORDED MARCH 22, 1888 IN BOOK 122 PAGE 13 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER (SAID WEST LINE ALSO BEING THE CENTERLINE OF CAWSTON AVENUE) WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 150.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE NORTH $66^{\circ} 21'45''$ EAST 457.46 FEET ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID PARALLEL LINE, NORTH $66^{\circ} 21'45''$ EAST 142.56 FEET; THENCE SOUTH $35^{\circ} 05'22''$ EAST 211.81 FEET TO THE NORTHWESTERLY LINE OF INDUSTRIAL AVENUE, 76.00 FEET WIDE, DESCRIBED AS PARCEL A IN A RESOLUTION OF THE RIVERSIDE COUNTY BOARD OF SUPERVISORS RECORDED ON JULY 30, 1968 AS INSTRUMENT NO. 73750 OF OFFICIAL RECORDS; THENCE, NORTHEASTERLY AND EASTERLY ALONG THE NORTHWESTERLY AND NORTHERLY LINES OF SAID INDUSTRIAL AVENUE, NORTH $25^{\circ} 12'30''$ EAST 51.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 338.00 FEET; THENCE NORTHEASTERLY AND EASTERLY 383.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $65^{\circ} 00'00''$; THENCE SOUTH $89^{\circ} 47'30''$ EAST 93.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 87.00 FEET; THENCE EASTERLY 29.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ} 09'37''$; THENCE NORTH $71^{\circ} 02'53''$ EAST 50.00 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY 95.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ} 09'37''$; THENCE SOUTH $00^{\circ} 12'30''$ WEST 50.00 FEET TO THE SOUTHERLY LINE OF INDUSTRIAL AVENUE AND EASTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID PARCEL A DESCRIBED AS NORTH $89^{\circ} 47'30''$ WEST 235.49 FEET IN INSTRUMENT NO. 73750; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF SAID SOUTHERLY LINE OF INDUSTRIAL AVENUE, SOUTH $89^{\circ} 47'30''$ EAST 100.15 FEET TO THE WEST LINE OF TRACT NO. 17586-1 RECORDED ON JULY 9, 1982 IN BOOK 126, PAGES 18 THROUGH 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY; THENCE NORTH $00^{\circ} 01'00''$ WEST 430.65 FEET

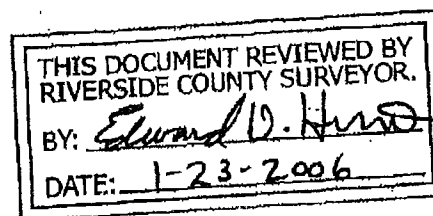
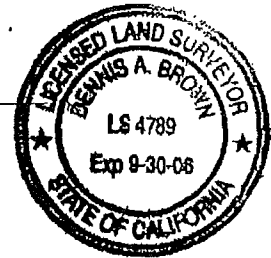
ALONG SAID WEST LINE (NORTH 00° 04'11" EAST 431.06 FEET RECORD PER TRACT NO. 17586-1) TO A LINE WHICH IS PARALLEL WITH AND DISTANT 80.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH 66° 21'45" WEST 1030.92 FEET ALONG SAID LAST MENTIONED PARALLEL LINE TO A POINT IN A LINE WHICH BEARS NORTH 23° 38'15" WEST FROM THE HEREINABOVE DESCRIBED TRUE POINT OF BEGINNING; THENCE SOUTH 23° 38'15" EAST 70.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 4.590 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by: Dennis A. Brown
Dennis A. Brown
PLS 4789

Date: JANUARY 12, 2006



**BUCCOLA
ENGINEERING, Inc.**

3142 Vista Way, Suite 301
Oceanside, CA 92056

760/721-2000
FAX 760/721-2046

EXHIBIT "B"

PAGE 1 OF 2
 SHOWING A PORTION OF THE HEMET-RYAN
 AIRPORT INDUSTRIAL PARK

3950 INDUSTRIAL AVENUE
 HEMET, CALIFORNIA

- NOTES:
- 1) THE DIMENSIONS SHOWN HEREON ARE DERIVED FROM RECORD DATA IN ACCORDANCE WITH A RECORD OF SURVEY FILED ON OCTOBER 8, 1988 IN BOOK 53, PAGE 15, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
 - 2) DIMENSIONS SHOWN IN PARENTHESES ARE IN ACCORDANCE WITH THOSE SHOWN ON EXHIBIT B INCLUDED WITHIN AN UNRECORDED 50-YEAR LEASE WHICH COMMENCED ON JULY 1, 1982 PURSUANT TO A WRITTEN AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE AND THE DEUTSCH COMPANY, A CALIFORNIA CORPORATION, DATED JUNE 29, 1982 AND SUBSEQUENTLY AMENDED TWICE, ONCE ON OCTOBER 19, 1982 AND AGAIN ON JUNE 2, 1992.
 - 3) SEE PAGE 2 FOR LINE DATA AND CURVE DATA TABLES.

AREA=4.590 ACRES ±

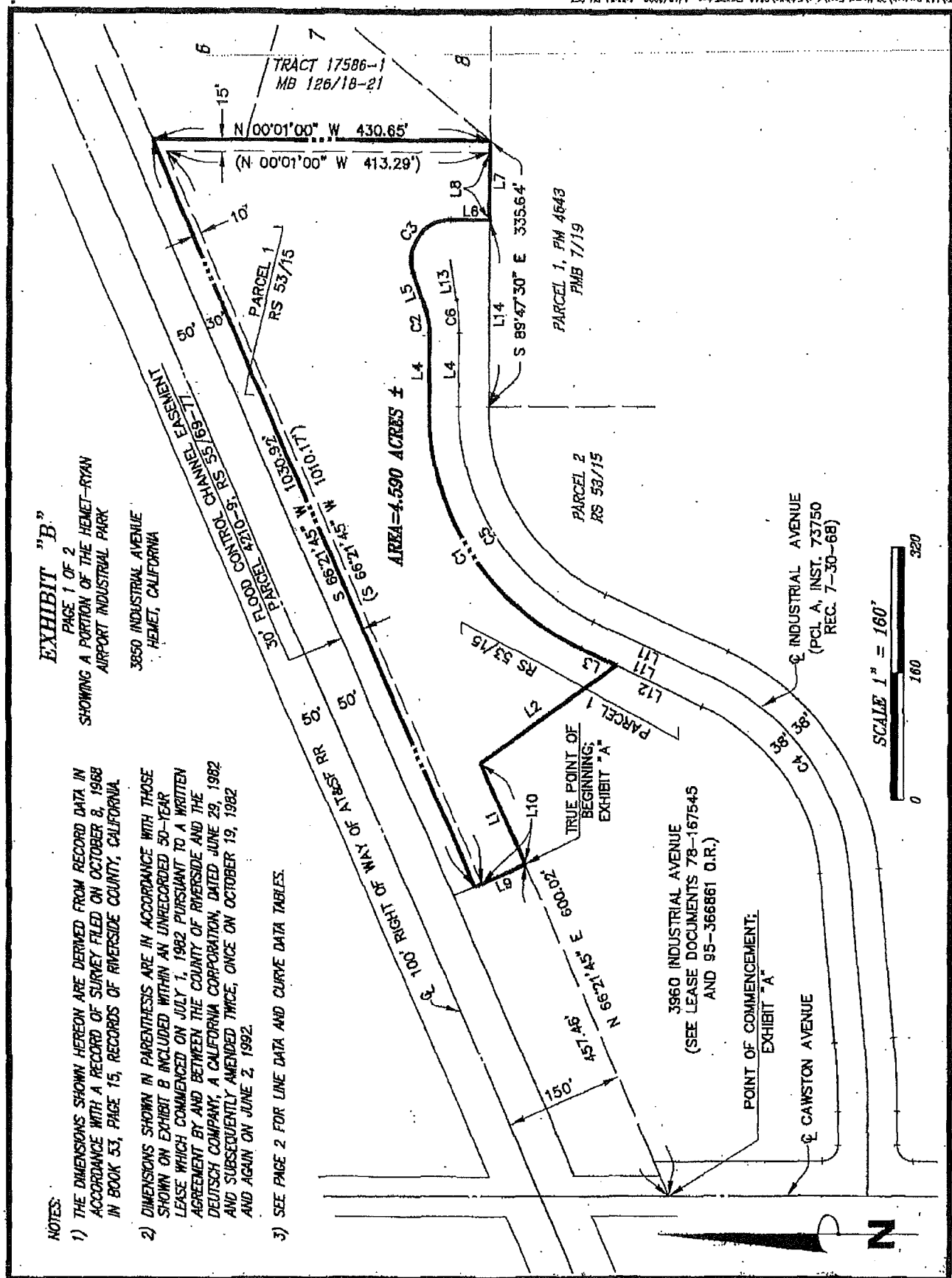


EXHIBIT "B"
PAGE 2 OF 2

3850 INDUSTRIAL AVENUE
HEMET, CALIFORNIA

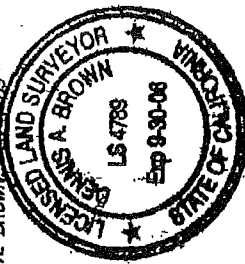
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Edward D. A. [Signature]*
DATE: 1-23-2006

LINE DATA			
	BEARING	DISTANCE	(BEARING) (DISTANCE) (NOT SHOWN) (NOT SHOWN)
L1	N66°21'45"E	142.56'	(S35°05'22"E) (210.52')
L2	S35°05'22"E	211.81'	(N25°12'30"E) (50.35')
L3	N25°12'30"E	51.02'	(S89°47'30"E) (93.29')
L4	S89°47'30"E	93.29'	(N71°02'53"E) (50.00')
L5	N71°02'53"E	50.00'	(S00°12'30"W) (50.00')
L6	S00°12'30"W	50.00'	
L7	S89°47'30"E	100.15'	
L8			(S89°47'30"E) (85.15')
L9	S23°38'15"E	70.00'	
L10			(S23°38'15"E) (60.00')
L11	N25°12'30"E	170.36'	
L12	N25°12'30"E	119.34'	
L13	N80°37'36"E	51.02'	
L14	S89°47'30"E	235.49'	

CURVE DATA					
	DELTA	RADIUS	LENGTH	(DELTA) (RADIUS) (LENGTH)	(DELTA) (RADIUS) (LENGTH)
C1	65°00'00"	338.00'	383.45'	(65°00'00") (338.00') (383.45')	(65°00'00") (338.00') (383.45')
C2	19°09'37"	87.00'	29.09'	(19°09'37") (87.00') (29.09')	(19°09'37") (87.00') (29.09')
C3	109°09'37"	50.00'	95.26'	(109°09'37") (50.00') (95.26')	(109°09'37") (50.00') (95.26')
C4	59°33'10"	300.00'	311.82'		
C5	65°00'00"	300.00'	340.34'		
C6	9°34'54"	251.67'	42.09'		

DIMENSIONS SHOWN IN PARENTHESES ARE IN ACCORDANCE WITH THOSE SHOWN ON EXHIBIT B INCLUDED WITHIN AN UNRECORDED 50-YEAR LEASE WHICH COMMENCED ON JULY 1, 1982 PURSUANT TO A WRITTEN AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE AND THE DEUTSCH COMPANY, A CALIFORNIA CORPORATION, DATED JUNE 29, 1982 AND SUBSEQUENTLY AMENDED TWICE ONCE ON OCTOBER 19, 1982 AND AGAIN ON JUNE 2, 1992.

PREPARED BY: *Dennis A. Brown* 1-12-06
DENNIS A. BROWN, REG. 4289



PREPARED IN THE OFFICE OF:
BUCCOLA ENGINEERING, inc
760/721-2000
3142 Vista Way, Suite 301, Oceanside, CA 92056

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: Daniel f Dart

Commission No: 1340404

Date Commission expires: 2/16/06

County: Los Angeles

By: 

Date: 3/1/06

Exhibit B
Assignment

Following this page

Exhibit B Assignment

Exhibit B

ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is effective as of the ___ day of _____, 201_ ("Effective Date") by and between **TE CONNECTIVITY CORPORATION**, a Pennsylvania corporation, ("Assignor"), and The Robert G. Andrei and Dawn M. Andrei 1999 Trust ("Assignee").

RECITALS:

WHEREAS, Assignor, as tenant, leases from the County of Riverside, California ("**Riverside County**"), as landlord, approximately 4.05 acres of land as more particularly described on Exhibit A attached hereto and located at 3850 Industrial Avenue, Hemet, California ("**Leased Premises**"), pursuant to that certain Lease dated June 29, 1982 between Riverside County and Assignor, as amended by that certain First Amendment to Lease dated October 19, 1982, and Second Amendment to Lease dated June 2, 1992 (collectively the "**Lease**");

NOW, THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor and Assignee hereby act and agree as follows:

1. Assignor hereby assigns, sets over and transfers to Assignee without representation or warranty, all of Assignor's right, title and interest in and to the Lease.

2. Assignee hereby assumes and agrees to perform, fulfill and observe all of the covenants, agreements, obligations and liabilities of Assignor under the Lease arising from and after the Effective Date.

3. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Assignment shall be construed and enforced in accordance with and governed by the internal laws of the State of California. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor and Assignee each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individuals signing this Assignment each represent and warrant that he or she is fully empowered and authorized to do so. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Assignment.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, this Assignment is executed as of the date and year first set forth above.

ASSIGNOR:

TE CONNECTIVITY CORPORATION,
a Pennsylvania corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

The Robert G. Andrei and Dawn M. Andrei
1999 Trust

By: _____

Robert G. Andrei, as trustee

By: _____

Dawn M. Andrei, as trustee

Exhibit C

THIRD AMENDMENT TO LEASE

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("**Amendment**") is effective as of the ___ day of _____, 2017 ("**Effective Date**") by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("**Lessor**"), and The Robert G. Andrei and Dawn M. Andrei 1999 Trust ("**Lessee or Andrei**").

RECITALS

WHEREAS, TE Connectivity Corporation, a Pennsylvania corporation ("**TE**"), as Lessee, leased from Lessor approximately 4.05 acres of land as more particularly described on Exhibit A attached hereto and incorporated herein and commonly known as 3850 Industrial Avenue, Hemet, California ("**Leased Premises**"), pursuant to that certain Lease dated June 29, 1982 between Lessor and TE, as amended by that certain First Amendment to Lease dated October 12, 1982, and Second Amendment to Lease dated June 2, 1992 (collectively the "**Lease**");

WHEREAS, pursuant to that certain Assignment and Assumption of Lease dated on or about this same date, TE assigned to Andrei, TE's right, title and interest in the Lease ("**Assignment**") with Lessor's consent, which consent is subject to Tenant's execution and delivery of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease shall be modified as follows:

1. Maintenance Section 10(a) of the Lease is hereby deleted in its entirety and is hereby replaced with the following:

10 (a) Maintenance. Lessee shall maintain the Leased Premises, approaches thereto, and improvements now or hereafter located thereon, in good, safe and sanitary order, condition, and repair. Throughout the entire Term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain or cause to be maintained the Leased Premises in good and clean condition and repair, free of debris, and in compliance with (i) all Governmental Restrictions (defined below), and (ii) all applicable rules, order, and regulations of any insurance company insurance all or any part of the Leased Premises or the improvements thereon or both, and Lessee shall make or cause to be made whatever repairs and replacements are required by such enactments or provisions or future enactments or provisions. The term "Governmental Restrictions" used herein shall mean and include any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision, now in force or hereafter adopted, which are applicable to the Leased Premises or the use thereof as of the date such term is being applied. If Lessee fails to perform lessee's obligations under this Section 10 (a), Lessor shall have the right to enter upon the Leased Premises after 10 days prior written notice to Lessee (except in the event of an emergency, in which case no notice shall be required), perform such maintenance and repair obligations on Lessee's behalf, and Lessee shall be fully responsible for and shall promptly pay to lessor an amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure

to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall have no obligation to maintain the Leased Premises pursuant to Section 2 below.

2. Lessor Non-Responsibility. Section 10 of the Lease is hereby amended by the addition of Section 10(c) as follows: Notwithstanding any language to the contrary herein, during the Term of this Lease, including any extensions, Lessor shall not be required to maintain or make any repairs or replacements of any nature or description whatsoever to the Leased Premises or the Improvements thereon. Lessor shall not be required to provide, install or repair any utilities to the premises.

3. Toxic Materials. Section 21 of the Lease is hereby deleted in its entirety and is replaced with the following: During the term of this Lease and any extensions thereof, 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 Leased premises including, but not limited to, soil, air, and groundwater conditions. Further, Lessee, its successors, assigns and Sublessee shall not use generate, manufacture, produce, store or dispose of on, under or about the Leased Premises or transport to or from the 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 the 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, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C Section 6901, et seq.; and those substances defined as "hazardous wastes in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws now and in the future.

4. Reversion of Improvements. Section 7(c) of the Lease is hereby deleted in its entirety and is hereby replaced with the following: During the term of this Lease, all improvements, alterations, and fixtures constructed by the Lessee on the Leased Premises shall be owned by Lessee until the Lease is terminated, legally relinquished, abandoned or upon the expiration of Lease including any hold-over period. Upon termination, relinquishment, abandonment or upon the expiration of the Lease (including any hold-over period), legal title to all improvements constructed by the Lessee shall cease to exist, and all interest associated therewith shall revert to the Lessor free and clear of any and all rights to possession and all claims to or against them by Lessee or any third person or entity. At the expiration or earlier termination of this Lease, Lessee shall also surrender to Lessor possession of the Leased Premises and all improvements constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee shall have the full and exclusive use and enjoyment of such improvements, alterations, and fixtures during the Term of this Lease. At or prior to the expiration of this Lease, Lessee shall remove, at its expense, such trade fixtures (not including buildings and improvements affixed to the land), and restore the Leased Premises to their original shape and condition in good, safe and sanitary condition, subject to ordinary wear and tear. In the event Lessee does not remove such trade fixtures, they shall become the property of the Lessor for no further consideration of any kind, and Lessee

acknowledges and agrees that Lessor shall have the right to charge Lessee for removal of any trade fixtures that so remain by Lessee upon the expiration or early termination of the Lease. At Lessor's request Lessee shall execute and deliver to Lessor assignments of leases and a quitclaim deed, both in commercially reasonable form and as prepared by Lessor. By the quitclaim deed Lessee shall quitclaim any right, title or interest which Lessee may have or claim to have in the Improvements.

5. Counterparts. This Amendment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Amendment shall be construed and enforced in accordance with and governed by the internal laws of the State of California. This Amendment shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. Lessor and Lessee each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Amendment, and the individuals signing this Amendment each represent and warrant that he or she is fully empowered and authorized to do so. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment is executed as of the date and year first set forth above.

LESSOR:

County of Riverside, a political subdivision of the State of California

By: _____
John F. Tavaglione, Chairman
Board of Supervisors

Attest:

Kecia Ihem-Harper
Clerk of the Board

By: _____
Deputy

Approved as to Form:

Gregory P. Priamos, County Counsel

By: _____
R. Todd Frahm
Deputy County Counsel

IN WITNESS WHEREOF, this Amendment is executed as of the date and year first set forth above.

Lessee:

The Robert G. Andrei and Dawn M. Andrei
1999 Trust

By: _____
Robert G. Andrei, as trustee

By: _____
Dawn M. Andrei, as trustee

CONSENT TO BILL OF SALE

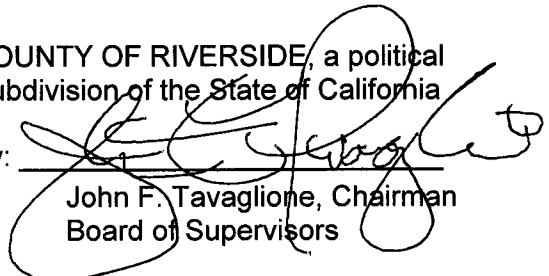
The County of Riverside, a political subdivision of the State of California (County) hereby consents to the attached BILL OF SALE dated MAY 9 2017 between Tyco Electronics Corporation, a Pennsylvania corporation (Seller), and The Robert G. Andrei and Dawn M. Andrei 1999 Trust (Buyer), relating to the sale of an approximate 41, 000 square foot industrial building located at 3850 Industrial Avenue, Hemet California (Subject Property) 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 The Robert G. Andrei and Dawn M. Andrei 1999 Trust or to any third party to review, inspect, supervise, pass judgment upon or inform The Robert G. Andrei and Dawn M. Andrei 1999 Trust or any third party of any matter in connection with the Subject Property, whether regarding the quality or adequacy or suitability of the Subject Property for Buyer's proposed use or otherwise. Buyer 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 property for Buyer'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: MAY 09 2017

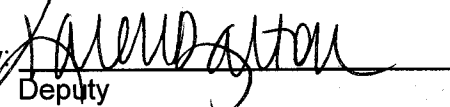
COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

By: 
John F. Tavaglione, Chairman
Board of Supervisors

APPROVED AS TO FORM
Gregory P. Priamos, County Counsel

By: 
Bruce Fordon
Deputy County Counsel

ATTEST:
KECIA IHEM-HARPER
Clerk of the Board

By: 
Deputy

The Robert G. Andrei and Dawn M. Andrei 1999 Trust, hereby acknowledges and consents to all of the terms set forth in this Consent to Bill of Sale.

The Robert G. Andrei and Dawn M. Andrei 1999 Trust

By:  TR
Robert G. Andrei

Dated: _____

By:  TR
Dawn M. Andrei

Dated: _____

**EXHIBIT A
BILL OF SALE**

(Behind this page)

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is executed as of _____, 2017 (the "**Effective Date**"), by TE Connectivity Corporation, a Pennsylvania corporation ("**Seller**") to and for the benefit of The Robert G. Andrei and Dawn M. Andrei 1999 Trust ("**Buyer**").

RECITALS:

WHEREAS, concurrently herewith, Seller is conveying to Buyer by Assignment of Lease even date herewith its leasehold interest in the real property (the "**Leased Premises**") located at 3850 Industrial Avenue, Hemet, California and more particularly described on Exhibit A attached hereto; and

WHEREAS, in connection with the assignment of the Leased Premises, Seller intends to assign and convey unto Buyer that certain 41,000 square foot building located on the Leased Premises ("**Building**") and certain personal property as described herein.

NOW, THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged and confessed by Seller, Seller and Buyer hereby act and agree as follows:

1. Conveyance. Seller does hereby ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER to Buyer, its successors and assigns, all right, title and interest of Seller in and to the Building and the personal property that is located in the Building or on the Leased Premises as of the Effective Date (the "**Personal Property**").

2. AS IS, WHERE IS. Buyer acknowledges that it: (i) has conducted its own inquiry and investigation into, and based thereon, has formed an independent judgment concerning, the Building and the Personal Property; (b) has inspected the Building and the Personal Property; and (c) based on all such information has found the Building and the Personal Property to be in acceptable condition for the purpose of consummating the transfer contemplated by this Bill of Sale. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE BUILDING AND THE PERSONAL PROPERTY IN ANY RESPECT WHATSOEVER, INCLUDING ANY WARRANTY REGARDING THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT—IT BEING UNDERSTOOD AND AGREED THAT THE BUILDING AND PERSONAL PROPERTY IS TO BE TRANSFERRED "AS IS" AND "WHERE IS" AND IN ITS CONDITION AS OF THE DATE HEREOF. Seller shall in no event be liable for any claim whatsoever by or through Buyer, or any third party, for any inoperability or failure of the Building or the Personal Property to perform as designed or intended, whether such claim is based in any form of warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages. Seller neither assumes nor authorizes any person to assume for

Seller any liability in connection with the sale or resale or use or misuse of the Building or Personal Property.

3. Miscellaneous. This Bill of Sale may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Bill of Sale shall be construed and enforced in accordance with and governed by the internal laws of the State of California. This Bill of Sale shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns. Each Seller and Buyer represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Bill of Sale, and the individuals signing this Bill of Sale each represent and warrant that he or she is fully empowered and authorized to do so. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, this Bill of Sale is executed under seal by the duly authorized representatives of the undersigned as of the Effective Date.

SELLER:

TE CONNECTIVITY CORPORATION,
a Pennsylvania corporation

By: 

Name: KURT B. HYSTER

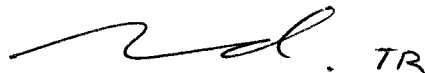
Title: LAWFUL AGENT

BUYER:

**THE ROBERT G. ANDREI AND DAWN M.
ANDREI 1999 TRUST**

By: 

Robert G. Andrei

By: 

Dawn M. Andrei

EXHIBIT A TO BILL OF SALE

Leased Premises
(Leased Premises)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS SAID RIGHT OF WAY IS DESCRIBED IN A DEED RECORDED MARCH 22, 1888 IN BOOK 122 PAGE 13 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER (SAID WEST LINE ALSO BEING THE CENTERLINE OF CAWSTON AVENUE) WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 150.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE NORTH $66^{\circ} 21'45''$ EAST 457.46 FEET ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID PARALLEL LINE, NORTH $66^{\circ} 21'45''$ EAST 142.56 FEET; THENCE SOUTH $35^{\circ} 05'22''$ EAST 211.81 FEET TO THE NORTHWESTERLY LINE OF INDUSTRIAL AVENUE, 76.00 FEET WIDE, DESCRIBED AS PARCEL A IN A RESOLUTION OF THE RIVERSIDE COUNTY BOARD OF SUPERVISORS RECORDED ON JULY 30, 1968 AS INSTRUMENT NO. 73750 OF OFFICIAL RECORDS; THENCE, NORTHEASTERLY AND EASTERLY ALONG THE NORTHWESTERLY AND NORTHERLY LINES OF SAID INDUSTRIAL AVENUE, NORTH $25^{\circ} 12'30''$ EAST 51.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 338.00 FEET; THENCE NORTHEASTERLY AND EASTERLY 383.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $65^{\circ} 00'00''$; THENCE SOUTH $89^{\circ} 47'30''$ EAST 93.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 87.00 FEET; THENCE EASTERLY 29.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ} 09'37''$; THENCE NORTH $71^{\circ} 02'53''$ EAST 50.00 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY 95.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ} 09'37''$; THENCE SOUTH $00^{\circ} 12'30''$ WEST 50.00 FEET TO THE SOUTHERLY LINE OF INDUSTRIAL AVENUE AND EASTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID PARCEL A DESCRIBED AS NORTH $89^{\circ} 47'30''$ WEST 235.49 FEET IN INSTRUMENT NO. 73750; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF SAID SOUTHERLY LINE OF INDUSTRIAL AVENUE, SOUTH $89^{\circ} 47'30''$ EAST 100.15 FEET TO THE WEST LINE OF TRACT NO. 17586-1 RECORDED ON JULY 9, 1982 IN BOOK 126, PAGES 18 THROUGH 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY; THENCE NORTH $00^{\circ} 01'00''$ WEST 430.65 FEET

EXHIBIT A TO BILL OF SALE

Leased Premises

PURCHASE AND SALE AND LEASE ASSIGNMENT AGREEMENT

THIS PURCHASE AND SALE AND LEASE ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 8th day of December, 2016 (the "Effective Date") by and between Tyco Electronics Corporation, a Pennsylvania corporation ("Seller"), and The Robert G. Andrei and Dawn M. Andrei 1999 Trust ("Buyer"), upon the terms and conditions set forth herein.

1. **Purchase and Sale.** For and in consideration of the premises, undertakings and mutual covenants of the parties set forth herein, Seller hereby agrees to convey and Buyer agrees to accept and pay for (i) an assignment of Seller's leasehold interest in the leased premises described in that certain Lease dated June 29, 1982, as amended by that certain First Amendment to Lease dated ___, 1982, and Second Amendment to Lease dated June 2, 1992 (collectively the "Lease"), which includes approximately 4.05 acres of land more particularly described on Exhibit A attached hereto together with all rights and interests related thereto (the "Leased Premises"); and (ii) to the extent of any ownership interest of Seller which is separate and apart from its leasehold interest in the Leased Premises, a conveyance of Seller's interest in the approximately 41,000 square foot building on the Leased Premises (the "Building"), which is located at 3850 Industrial Avenue, Hemet, California, on the terms and conditions set forth in this Agreement. Included in the sale is the personal property belonging to the Seller and used in connection with the Leased Premises and the Building that remains on the Leased Premises as of the Closing Date (defined below) (collectively, the "Personal Property"); provided, however, that excluded from the sale are any items which Seller may remove from the Leased Premises pursuant to Section 10 below. The Leased Premises, Building and the Personal Property collectively are referred to herein as the "Property." The legal description of the Leased Premises in Seller's title, as shown on Exhibit A attached hereto, shall govern.

2. **Purchase Price; Payment.** The purchase price for the assignment of the Lease and the conveyance of Seller's interest in the Property is One Million Four Hundred Fifty Thousand and 00/100 Dollars (\$1,450,000.00) (the "Purchase Price"). Buyer covenants to pay the Purchase Price to Seller, subject to the provisions of this Agreement, as follows: (a) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Deposit") on or before the date that is two (2) business days after the Effective Date, to Fidelity National Title Insurance Company, 1 East Washington Street, Suite 450, Phoenix, Arizona 85004 (telephone: 602-343-7571), as escrow agent ("Escrow Agent;" sometimes referred to herein as the "Title Company"), by Buyer's check to the order of Escrow Agent or by wire transfer of immediately available federal funds; and (b) subject to the apportionments and other credits provided for in this Agreement, the balance of the Purchase Price on the Closing Date by wire transfer of immediately available federal funds to the Escrow Agent. Notwithstanding the foregoing, the parties hereto acknowledge that One Hundred and 00/100 Dollars (\$100.00) (the "Independent Consideration") has been bargained for as consideration for Seller's execution and delivery of this Agreement and Buyer's right to inspect the Property pursuant to this Agreement. The Independent Consideration is in addition to and independent of, any other consideration or payment provided for in this Agreement and is non-refundable in all events. Buyer's obligation to pay the Independent Consideration shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement. If Buyer elects to terminate this Agreement for any reason and is entitled to receive a return of the Deposit pursuant to the terms hereof, the

Escrow Agent shall first disburse the Independent Consideration, which shall be retained by Seller in all instances. Any interest earned on the "Deposit" shall be included in the definition of the term "Deposit" for all purposes under this Agreement.

3. **Date and Manner of Closing.**

(a) The closing of the sale of the Property (the "Closing") shall occur on the date that is fifteen (15) days after the later of (i) the expiration of the Due Diligence Period (defined below) or (ii) Seller's receipt of written consent from Riverside County, California to the Assignment and Release in a form acceptable to Seller (as defined in Section 3(b) below) (such date being the "Closing Date"). The Closing shall be coordinated with the Title Company and shall occur in the offices of the Title Company, by escrow, unless otherwise agreed to by the parties hereto. TIME IS OF THE ESSENCE FOR BUYER TO PERFORM ITS OBLIGATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO ITS OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED HEREUNDER ON THE CLOSING DATE.

(b) Buyer hereby acknowledges that Seller has informed Buyer that, as a condition to Seller's obligation to convey any Property, and Buyer's obligation to close pursuant to the terms of this Agreement, Seller must first obtain the consent of the County of Riverside, California ("Riverside County") to the assignment of the Lease and a written release of Seller's liability for any obligations under the Lease from and after the date of the assignment in a form and substance acceptable to Seller (the "Assignment and Release"). Seller agrees to request Riverside County's consent to the Assignment and Release promptly after the Effective Date and Buyer agrees to cooperate with Seller on any requests for information that Riverside County may make in connection with its consideration of the Assignment and Release. In the event that Seller is not able to obtain Riverside County's consent to the Assignment and Release in a form and substance acceptable to Seller within one hundred (100) days of the Effective Date ("Consent Deadline"), each party shall have the right to terminate this Agreement by delivering written notice thereof to the other party at any time after the Consent Deadline and prior to the receipt of Riverside County's written consent to the Assignment and Release, at which point neither party shall have any further obligations or responsibilities except for those that expressly survive the termination of this Agreement and the Escrow Agent shall return the Deposit (less the Independent Consideration) to Buyer immediately thereafter. Buyer hereby releases Seller from any liability and any claims Buyer may have against Seller as a result of the termination of this Agreement due to Seller's inability to obtain Riverside County's consent to the Assignment and Release.

4. **Inspection; Due Diligence Period.**

(a) Within five (5) days after the Effective Date until the termination or expiration of the Due Diligence Period, Seller shall make available to Buyer all title commitments, title policies, surveys, Phase I environmental reports and as-built plans relating to the Property that are currently in Seller's possession.

(b) Subject to Section 4(c) herein, Seller hereby grants Buyer and its employees, agents, and representatives (including but not limited to engineers, appraisers,

environmental consultants, contractors, repairmen, and workmen hired by Buyer or its prospective lender(s)) the right and permission from the Effective Date to the end of the Due Diligence Period (as defined herein), to enter upon the Leased Premises or any part thereof at all reasonable times upon at least one (1) day's advance notice by Buyer to Seller, to inspect all aspects of the Property which Buyer deems necessary or advisable. Buyer's obligation to provide Seller with notice of its inspections and tests shall include an obligation to notify Seller of the portion of the Leased Premises on which it will be conducting such inspections and tests. Notwithstanding the foregoing, if Buyer wishes to perform any environmental investigation of the Leased Premises other than a Phase I environmental site assessment or otherwise wishes to commence any invasive or intrusive testing (such as test borings or the like) or soil analysis, Buyer shall submit to Seller a written scope of work to be performed by Buyer or its consultants for Seller's review and approval. Upon Seller's receipt of such proposed scope of work, Seller may, but shall not be obligated to, permit Buyer to undertake such work. If Seller declines to permit Buyer to perform the proposed scope of work, then Buyer may terminate this Agreement by providing written notice to Seller prior to the end of the Due Diligence Period. Buyer shall be responsible for the cost of performing the proposed scope of work whether it is performed by Seller or Buyer. Buyer acknowledges that it will inspect the Property to its complete satisfaction and will rely solely on such inspection in lieu of receiving any representations or warranties from Seller with respect to the quality, physical condition or value of the Property. Buyer agrees that its inspection of the Property shall be conducted so as to comply with the terms of the Lease and to cause a minimum of disturbance to the Property and Seller's operations on and use of the Property, and that in the event of any physical disturbance of the Property caused by such inspection, Buyer shall promptly restore the Property to its pre-inspection condition at Buyer's expense. Buyer, for itself and its successors and assigns, shall indemnify and hold harmless Seller and its successors, officers, directors, agents and assigns from and against any and all losses, claims, costs (including attorneys' fees and costs of court), or damages suffered or incurred by Seller, its successors, officers, directors, agents or assigns (including any mechanic's liens or claims thereof that may be filed or asserted against the Property or Seller by anyone performing such work or inspection or entering the Property on behalf of Buyer) which arise from or relate to such inspections, studies and tests made by or on behalf of Buyer or from the entry by Buyer or its agents onto the Property, and such indemnification shall survive the Closing of the transaction contemplated in Section 1 of this Agreement, and any termination of this Agreement with or without the contemplated Closing having occurred. Prior to entering the Property for the purpose of completing any of the inspections, studies or tests permitted under this Agreement, Buyer shall provide Seller with proof of insurance acceptable to Seller and copies of all consents and permits required to perform such work.

(c) Any intrusive testing (such as test borings or the like) that Buyer may wish to undertake with respect to the Property shall be performed by engineers or consultants reasonably acceptable to Seller, with all results and reports delivered to both Buyer and Seller and with Seller having the right to take its own split samples.

5. **Buyer's Right to Terminate or Object; Seller's Right to Terminate or Cure.**

(a) The "Due Diligence Period" shall commence on the Effective Date and shall terminate at 5:00 p.m. Pacific Time on the date that is thirty (30) days after the Effective Date. During the Due Diligence Period, Buyer shall obtain all approvals, inspections and reports

that it believes are necessary or appropriate in connection with its decision to assume the Lease and purchase the Property on the terms and conditions set forth in this Agreement, including but not limited to obtaining all approvals and permits from governmental agencies which have jurisdiction over the Property which Buyer deems necessary in connection with its intended use of the Property. Copies of the Title Commitment (as defined herein) and all reports and surveys obtained by Buyer in connection with its due diligence review of the Property shall be provided promptly (and in no event less than two (2) business days after Buyer's receipt of the same) to Seller. Buyer hereby agrees that the Title Commitment and all reports and surveys obtained by Buyer in connection with its due diligence review of the Property (including any environmental studies) shall be considered confidential, and Buyer therefore agrees not to disclose to or discuss with any third parties, and Buyer shall cause its consultants not to disclose to or discuss with any third parties, any matters discovered by Buyer during the Due Diligence Period or any matters contained in the Title Commitment or any reports or surveys obtained by Buyer in connection with its due diligence review of the Property. Buyer's non-disclosure obligations under this Section shall survive the Closing of the transaction contemplated in Section 1 of this Agreement and any termination of this Agreement.

(b) This Agreement and Buyer's obligation to close the sale contemplated hereunder are subject to Buyer's right to terminate this Agreement with or without cause and in Buyer's sole and absolute discretion, on written notice to Seller ("**Buyer's Termination Notice**") given at any time on or before the expiration of the Due Diligence Period. Such notice shall be given, if at all, as provided in Section 21 hereof. Buyer's failure to deliver a Buyer's Termination Notice to Seller on or before the expiration of the Due Diligence Period shall constitute a waiver of Buyer's right to terminate this Agreement, and thereafter Buyer shall be obligated to perform its obligation to close under this Agreement subject to the receipt of Riverside County's consent to the Assignment and Release, and the Deposit shall immediately become the non-refundable property of Seller and shall be delivered by the Escrow Agent to Seller immediately upon expiration of the Due Diligence Period. If Buyer delivers a Buyer's Termination Notice to Seller on or before the expiration of the Due Diligence Period, Escrow Agent shall immediately deliver the Deposit (less the Independent Consideration) to Buyer, and this Agreement shall be deemed terminated and neither party to this Agreement shall have any further rights or obligations hereunder, except for those provisions which survive termination, as specifically provided in this Agreement.

(c) If this Agreement is terminated, Buyer will promptly return to Seller all copies of reports, data and other writings furnished to Buyer or its agents or consultants by Seller, together with copies of all reports, studies and investigations of the Property conducted by Buyer or its agents and representatives during the Due Diligence Period, together with any and all plans, plats, maps and other items related to the Property and obtained in connection with Buyer's due diligence efforts.

6. **Title and Survey.** Buyer shall have the right to obtain a current commitment ("**Title Commitment**") from the Title Company for issuance to Buyer at Closing of a CLTA leasehold owner's title policy in the amount of the Purchase Price (the "**Title Policy**") and a NSPS survey of the Leased Premises prepared by a surveyor selected by Buyer locating the out-boundaries of the Leased Premises and all plottable matters constituting exceptions to title shown on the Title Commitment (the "**Survey**"). Buyer shall have until 5:00 p.m. Pacific Time on the

date that is fifteen (15) days after the Effective Date (the "Title Review Period") to review the Title Commitment and Survey and advise Seller in writing of Buyer's objections, if any, to the Title Commitment and Survey. If Buyer shall fail to advise Seller of objections within the Title Review Period, the Title Commitment and Survey shall be deemed acceptable to Buyer. If Buyer shall so advise Seller of objections to the Title Commitment and Survey within the Title Review Period, Seller shall have a period of five (5) business days after Seller's receipt of such written objections (the "Response Deadline") to provide Buyer with written notice that Seller will either, at Seller's sole election, satisfy the objections or decline to satisfy any or all of the objections. If Seller notifies Buyer that Seller is unable or unwilling to satisfy any of the objections prior to the Response Deadline or if Seller fails to respond to Buyer prior to the Response Deadline, Buyer may either (i) terminate this Agreement and the Deposit (less the Independent Consideration) shall be returned to Buyer by providing Seller with a written termination notice within three (3) business days of the Response Deadline, or (ii) waive the objections and the sale shall be closed. If Seller notifies Buyer prior to the Response Deadline that it will satisfy such objections, Seller shall have until the Closing Date to satisfy said objections. The Lease and any matters shown on the Title Commitment which are not objected to by Buyer or for which Buyer withdraws its objection shall be deemed to be "Permitted Encumbrances." If, prior to the Closing Date, the Title Company shall deliver any update to the Title Commitment (the "Title Update"), which discloses additional liens, encumbrances or other title exceptions that were first created after the Effective Date and which were not disclosed by the Title Commitment, then Buyer shall have until five (5) business days after delivery of such Title Update, time being of the essence (the "Update Objection Date") to deliver notice (the "Update Objection Notice") to Seller objecting to any items shown on the Title Update (the "Update Objections") and, if necessary, Closing shall be correspondingly extended. If Buyer fails to deliver such Update Objection Notice by the Update Objection Date, then Buyer shall be deemed to have waived its right to object to any Update Objections (and the same shall be deemed Permitted Encumbrances). If Buyer shall deliver such Update Objection Notice by the Update Objection Date, any new exceptions listed on the Title Update that are not objected to in such notice shall be deemed Permitted Encumbrances. Seller shall notify Buyer in writing, within three (3) business days after receipt by Seller of Buyer's Update Objection Notice, whether or not it will endeavor to cure such Update Objections and the failure to deliver notice shall be deemed notice of refusal to cure. Seller shall have an until the Closing Date or, if Closing is scheduled to occur less than five (5) business days after Seller's receipt of Buyer's Update Objection Notice, an additional period of five (5) business days from the date of delivery of such Update Objection Notice, to cure any Update Objection and, if necessary, Closing shall be correspondingly extended.

7. Limited Covenants of Seller; Disclaimer.

(a) Seller covenants to Buyer that from and after the Effective Date until the Closing of the sale of the Property or the termination of this Agreement, Seller shall not, without the consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, voluntarily take any action adversely affecting title to the Property. As Buyer is obtaining title insurance with respect to the Leased Premises, Buyer acknowledges and agrees that Seller has not made any representation as to title to the Property or the Lease and that Buyer is relying solely on its own investigation as to title to the Property and the acceptability of the Lease to Buyer.

(b) Buyer acknowledges that Seller is making no representation or warranty, oral or written, regarding the Property or the Lease, including but not limited to those concerning (i) the nature and condition of the Property and the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon, or (ii) the manner, construction, condition and state of repair or lack of repair of any improvements located on the Property and that Buyer has agreed that any decision to purchase the Property will be based solely upon its inspection of the Property and review of the Lease during the Due Diligence Period. Buyer will make such inspection and investigation of the Property as Buyer deems reasonable, including whether there are any eminent domain and other public or quasi-public takings of the Property contemplated, and all zoning and regulatory matters pertinent to the Property and to the present use or occupancy of the Property. Buyer acknowledges that Buyer is purchasing the Property and taking an assignment of the Lease based solely on Buyer's own independent investigations and findings and not in reliance on any information provided by Seller or Seller's agents or contractors. Any engineering data, reports or other information that Seller or any other party may have delivered to Buyer is furnished without any representation or warranty whatsoever. Buyer hereby confirms and agrees that if Closing takes place (i) Seller shall have no liability, responsibility or obligation subsequent to Closing with respect to any conditions, or as to any other matters whatsoever, respecting in any way the Property or the Lease; (ii) Buyer hereby forever remises, releases, acquits and discharges Seller, its employees and agents from any and all claims, including, but not limited to, any claims arising under any environmental law, or under common law, that have been or may be asserted and that arise from or relate in any way to the condition of the Property or the Lease; and (iii) Buyer hereby covenants not to sue Seller, its employees or agents for any claim, relating in any way to the condition of the Property or the Lease. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, THE PROPERTY SHALL BE CONVEYED AND THE LEASE SHALL BE ASSIGNED TO BUYER ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY SURVIVING REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE LEASE OR THE PHYSICAL CONDITION OF THE PROPERTY, THE PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR WITH RESPECT TO THE EXISTENCE OR ABSENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR STORAGE TANKS IN, ON, UNDER OR AFFECTING THE PROPERTY. SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION OTHER THAN AS SPECIFICALLY STATED HEREIN AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE PROPERTY.**

8. **Closing Documents.**

- (a) At the Closing, Seller shall provide Buyer with the following:
- (i) customary title affidavits and a FIRPTA affidavit;

(ii) a properly executed Assignment of Lease, in substantially the form attached hereto as Exhibit B (the "Assignment of Lease");

(iii) a properly executed Bill of Sale for the Building and Personal Property, in substantially the form attached hereto as Exhibit C;

(iv) a Settlement Statement (as defined below); and

(v) such other documents as are reasonably necessary and customary.

(b) at Closing, Buyer shall deliver to Seller the following:

(i) the cash portion of the Purchase Price, as required by Section 2 hereof;

(ii) a properly executed Assignment of Lease;

(iii) a Settlement Statement (as defined below); and

(iv) such other documents as are reasonably necessary and customary.

(c) At Closing, the parties will execute and deliver all appropriate transfer tax returns and applicable governmental filings, if any, and any other documents and forms as reasonably requested by the Title Company.

9. Adjustments and Taxes.

(a) At Closing, all adjustments for general and specific real estate taxes, personal property taxes, assessments and other city, township, county or state fees or charges affecting the Property; utility charges, deposits, fuels; and other items of accrued or prepaid income and expenses shall be apportioned or prorated in the manner customary for similar properties in Riverside County, California as of 11:59 p.m. Pacific Time, on the day preceding the Closing Date (with all prorations to be made on a 365 day year basis).

(b) Buyer will be responsible for the cost of any extended coverage for or endorsements to the Title Policy and the cost of any lender's policy of title insurance; the cost of the Survey; the costs of any municipal transfer taxes, stamp fees, and other similar taxes and fees; the cost of recording the Assignment of Lease and any deeds of trust, and one-half of the cost of the Escrow Agent.

(c) Seller shall be responsible for the cost of obtaining the standard leasehold Title Policy in the amount of the Purchase Price; the costs of any state or county, leasehold transfer taxes, stamp fees, and other similar taxes and fees; and one-half of the cost of the Escrow Agent.

(d) Each party shall pay its own legal fees and all other costs and expenses which such party incurs.

(e) In connection with the Closing, Escrow Agent shall prepare a schedule setting forth the Purchase Price with such tentative adjustments required by this Section 9 (the "Settlement Statement") and provide such schedule to Buyer and Seller not less than two (2) business days prior to the Closing Date for review by Buyer and Seller. The Settlement Statement must be reasonably approved by Buyer and Seller at Closing. Such adjustments, if and to the extent known or estimated and agreed upon as of such Closing Date, shall be reflected as an increase (if the prorations result in a net credit to Seller), or a decrease (if the prorations result in a net credit to Buyer) in the Purchase Price payable on the Closing Date.

(f) Any adjustments not finally determined or agreed upon as of the Closing Date shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, from time to time in cash as soon as practicable following the receipt or determination of the information necessary to make the adjustments after the Closing Date.

(g) This Section 9 shall survive the Closing.

10. **Delivery of Possession at Closing.**

(a) Seller agrees to deliver possession of the Property to the Buyer at the Closing free from all tenants or parties in possession, subject to the Permitted Encumbrances.

(b) Seller may, at Seller's option, remove from the Building or Leased Premises any and all of Seller's personal property, furniture, fixtures, and equipment located in the Building or on the Leased Premises, including, but not limited to;

11. **Brokers.** Seller and Buyer each represents and warrants to the other that this transaction was brought about by CBRE, Inc., as Seller's broker, and that no other broker brought the Buyer to Seller's attention or was otherwise instrumental in bringing about this transaction and that no other broker is entitled to payment of any fees as a result of this transaction. Seller and Buyer shall indemnify and hold each other harmless from a breach of the foregoing representation and warranty by either of them respectively.

12. **Condemnation.** If, prior to Closing, any material portion of the Property is taken by condemnation, eminent domain or otherwise (or is the subject of a pending, threatened or contemplated taking which has not been consummated), Seller shall immediately notify Buyer of such fact. In the event of such a taking (or proposed taking), Buyer shall have the option, in its sole and absolute discretion, to (i) terminate this Agreement upon written notice to Seller given not later than three (3) business days after receipt of Seller's notice or (ii) purchase all of the Property pursuant to this Agreement without modification of the terms of this Agreement. If Buyer timely and properly elects to terminate this Agreement pursuant to its option to terminate as set forth above, Escrow Agent (or Seller, as the case may be) shall immediately deliver the Deposit (less the Independent Consideration) to Buyer, and this Agreement shall be deemed terminated and neither party to this Agreement shall have any further rights or obligations hereunder, except for those obligations provided in this Agreement which survive termination. If Buyer elects to purchase all of the Property despite the condemnation, neither party shall have

the right to terminate this Agreement, but at Closing Seller shall assign in writing (in form reasonably satisfactory to Buyer) and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking which accrued to Seller, and the parties shall proceed to Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price.

13. **Section 1031 Like-Kind Exchange.** Either party ("exchanging party") may consummate the purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to § 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (b) the exchanging party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary and the other party ("accommodating party") shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; and (c) the exchanging party shall pay any additional costs that would not otherwise have been incurred by the exchanging party or the accommodating party had the exchanging party not consummated its purchase through the Exchange. The accommodating party shall not by this agreement or acquiescence to the Exchange (i) have its rights under this Agreement affected or diminished in any manner or (ii) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with § 1031 of the Code.

14. **Assignment.** This Agreement may not be assigned by Buyer without the prior written consent of Seller, which may be withheld in Seller's sole discretion.

15. **Entire Agreement.** The terms of this Agreement (together with any Exhibits attached hereto) constitute the entire agreement between Buyer and Seller concerning the purchase of the Property. This Agreement supersedes any and all other agreements concerning the purchase of the Property, whether oral or written between Buyer and Seller.

16. **Amendments.** Any amendment to this Agreement must be in writing and signed by the Buyer and Seller.

17. **Binding Effect.** This Agreement shall be binding upon the parties and their respective heirs, legal representatives, successors and permitted assigns.

18. **Nonwaiver.** Failure of either party to insist on the strict performance of any provision of this Agreement shall not be construed or deemed to be a waiver of that provision or any other provision of this Agreement.

19. **Default.**

(a) If Buyer is in default by reason of failure or refusal to comply with any terms of this Agreement and Seller is not in default, at Seller's election (i) the Deposit shall be delivered to Seller and shall become the exclusive property of, and be permanently retained by Seller, it being agreed that the exact amount of damages to be sustained by Seller in the event of

a default by Buyer may be difficult to ascertain and that the Deposit represents a reasonable measure of liquidated damages; (ii) Seller may seek specific performance; and/or (iii) Seller may exercise any other rights or remedies available to Seller at law or in equity.

(b) If Seller defaults on its obligations under this Agreement or is unable to convey its interest in the Property in accordance with the provisions of this Agreement, then, in that event, the Buyer's sole remedies are either to (i) terminate this Agreement, in which case the Deposit (less the Independent Consideration) will be refunded to Buyer, or (ii) to obtain specific performance of this Agreement. Buyer waives any right it may have to bring an action against Seller for damages, its remedies being limited to cancellation or specific performance. Buyer expressly waives the right to file a lis pendens, or take any other action that would adversely affect Seller's ability to assign the Lease and convey its interest in the Property free and clear of any claim of Buyer, unless and only if Buyer commences an action for specific performance.

(c) This Agreement is "nonrecourse" as to Seller and as such, neither Buyer nor its respective nominees, successors, assigns, employees, licensees, agents, or any other person or entity controlled by them or with which they are affiliated shall initiate, seek, pursue, or participate in any action, legal or equitable, against Seller, its respective agents, representatives or employees and their respective heirs, executors, administrators, successors or assigns on account of any obligation of Seller hereunder. It is agreed that only Seller's interest in the Property shall be subject to execution, attachment or any other claim or proceeding on account of any obligation of Seller hereunder.

20. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

21. **Notices.**

(a) Any notice, report, demand, request or other instrument or communication authorized, required, or desired to be given under this Agreement by Buyer or Seller shall be in writing and shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (i) when delivered at such address by hand or by overnight delivery service, (ii) if mailed, on the day such notice is received or refused after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) the day such notice is received or refused if sent by reputable overnight express courier, freight prepaid. **No notices to Seller shall be sent to the Leased Premises.**

If to Seller: Lee Zimmerman
Vice President, Global Real Estate and Legal Operations
1050 Westlakes Drive
Berwyn, Pennsylvania 19312-2423
Facsimile: 610.893.9678
Telephone: 610.893.9658

With a copy to: David A. Linenbroker
Husch Blackwell LLP

190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Facsimile: 314.480.1505
Telephone: 314.345.6409

If to Buyer:

Dawn Andrei
3500 Tanya Ave.
Hemet, CA 92545

Facsimile: 951-652-2970
Telephone: 951-652-3510

(b) Either party may change the address to which any such notice, report, demand, request or other instrument or communications to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

22. **Business Day; Calculation of Time.** A "business day" shall be any day other than a Saturday, Sunday or legal holiday in the State of California. When any period of time stated in this Agreement would end on a day that is not a business day, such period shall be deemed to end on the next business day.

23. **Interpretation.** The parties acknowledge that each party and its counsel have reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement shall be construed and governed in all respects by the laws of the State of California applicable to agreements made and to be performed wholly therein. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provisions shall have the meaning which render it valid.

24. **Severability.** If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

25. **Limitation of Liability.** Under no circumstances shall either Seller or Buyer be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for any punitive, special, incidental, indirect or consequential damages, each of which is excluded by agreement of the parties regardless of whether or not any of the parties have been advised of the possibility of such damages.

26. **Attorneys' Fees.** The prevailing party in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("**Proceeding**") relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party all costs, expenses, and reasonable attorneys' fees relating to or arising out of the Proceeding, regardless of whether such Proceeding proceeds to final judgment.

27. **Attorneys Right to Send Notices.** The attorneys for the respective parties hereto have the authority to send any notice that may be sent by any party hereto.

28. **Confidentiality.** Seller and Buyer agree that the transaction contemplated in this Agreement shall remain confidential (provided that the same may be discussed with the parties' lenders, accountants, auditors, and attorneys to the extent necessary to consummate this transaction and to the extent such recipients agree to maintain such confidentiality) and that neither party shall issue, without the other party's prior written approval, any press or other publicity release or communication to the general public in connection with the proposed purchase and sale of the Property until after Closing.

29. **Counterpart/Facsimile Execution.** This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Facsimile signatures shall be deemed to have the same full force and effect as original signatures.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, Buyer and Seller have hereunto set their hands to this Agreement on the date first above written.

SELLER:

TYCO ELECTRONICS CORPORATION,
a Pennsylvania corporation

By: *Lee S. Zimmerman*
Name: Lee S. Zimmerman
Title: Vice President, Real Estate

BUYER:

*Robert G. Andrei and Dawn M. Andrei
as Trustees of the Robert G. Andrei
and Dawn M. Andrei 1999 Trust*

By: *Robert G. Andrei*
Name: Robert G. Andrei
Title: Trustee

Dawn M. Andrei
The undersigned has executed this Agreement
solely to confirm it will act as Escrow Agent
pursuant to the terms of this Agreement.

FIDELITY NATIONAL TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Property

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS SAID RIGHT OF WAY IS DESCRIBED IN A DEED RECORDED MARCH 22, 1888 IN BOOK 122 PAGE 13 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER (SAID WEST LINE ALSO BEING THE CENTERLINE OF CAWSTON AVENUE) WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 150.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE NORTH $66^{\circ} 21'45''$ EAST 457.46 FEET ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID PARALLEL LINE, NORTH $66^{\circ} 21'45''$ EAST 142.56 FEET; THENCE SOUTH $35^{\circ} 05'22''$ EAST 211.81 FEET TO THE NORTHWESTERLY LINE OF INDUSTRIAL AVENUE, 76.00 FEET WIDE, DESCRIBED AS PARCEL A IN A RESOLUTION OF THE RIVERSIDE COUNTY BOARD OF SUPERVISORS RECORDED ON JULY 30, 1968 AS INSTRUMENT NO. 73750 OF OFFICIAL RECORDS; THENCE, NORTHEASTERLY AND EASTERLY ALONG THE NORTHWESTERLY AND NORTHERLY LINES OF SAID INDUSTRIAL AVENUE, NORTH $25^{\circ} 12'30''$ EAST 51.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 338.00 FEET; THENCE NORTHEASTERLY AND EASTERLY 383.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $65^{\circ} 00'00''$; THENCE SOUTH $89^{\circ} 47'30''$ EAST 93.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 87.00 FEET; THENCE EASTERLY 29.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ} 09'37''$; THENCE NORTH $71^{\circ} 02'53''$ EAST 50.00 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY 95.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ} 09'37''$; THENCE SOUTH $00^{\circ} 12'30''$ WEST 50.00 FEET TO THE SOUTHERLY LINE OF INDUSTRIAL AVENUE AND EASTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID PARCEL A DESCRIBED AS NORTH $89^{\circ} 47'30''$ WEST 235.49 FEET IN INSTRUMENT NO. 73750; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF SAID SOUTHERLY LINE OF INDUSTRIAL AVENUE, SOUTH $89^{\circ} 47'30''$ EAST 100.15 FEET TO THE WEST LINE OF TRACT NO. 17588-1 RECORDED ON JULY 9, 1982 IN BOOK 126, PAGES 18 THROUGH 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY; THENCE NORTH $00^{\circ} 01'00''$ WEST 430.65 FEET

ALONG SAID WEST LINE (NORTH $00^{\circ} 04' 11''$ EAST 431.06 FEET RECORD PER TRACT NO. 17586-1) TO A LINE WHICH IS PARALLEL WITH AND DISTANT 80.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE SOUTH $66^{\circ} 21' 45''$ WEST 1030.92 FEET ALONG SAID LAST MENTIONED PARALLEL LINE TO A POINT IN A LINE WHICH BEARS NORTH $23^{\circ} 38' 15''$ WEST FROM THE HEREINABOVE DESCRIBED TRUE POINT OF BEGINNING; THENCE SOUTH $23^{\circ} 38' 15''$ EAST 70.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Form of Assignment and Assumption of Lease
(follows immediately)

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is effective as of the ___ day of _____, 201_ ("Effective Date") by and between **TYCO ELECTRONICS CORPORATION**, a Pennsylvania corporation, ("Assignor"), and _____, a _____ ("Assignee").

RECITALS

WHEREAS, Assignor, as tenant, leases from the County of Riverside, California ("**Riverside County**"), as landlord, approximately 4.05 acres of land as more particularly described on Exhibit A attached hereto and located at 3850 Industrial Avenue, Hemet, California ("**Leased Premises**"), pursuant to that certain Lease dated June 29, 1982 between Riverside County and Assignor, as amended by that certain First Amendment to Lease dated ___, 1982, and Second Amendment to Lease dated June 2, 1992 (collectively the "**Lease**");

NOW, THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor and Assignee hereby act and agree as follows:

1. Assignor hereby assigns, sets over and transfers to Assignee without representation or warranty, all of Assignor's right, title and interest in and to the Lease.
2. Assignee hereby assumes and agrees to perform, fulfill and observe all of the covenants, agreements, obligations and liabilities of Assignor under the Lease arising from and after the Effective Date.
3. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Assignment shall be construed and enforced in accordance with and governed by the internal laws of the State of California. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor and Assignee each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individuals signing this Assignment each represent and warrant that he or she is fully empowered and authorized to do so. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Assignment.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, this Assignment is executed as of the date and year first set forth above.

ASSIGNOR:

TYCO ELECTRONICS CORPORATION,
a Pennsylvania corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

EXHIBIT C

Form of Bill of Sale
(follows immediately)

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is executed as of _____, 2016 (the "Effective Date"), by Tyco Electronics Corporation, a Pennsylvania corporation ("Seller") to and for the benefit of _____ ("Buyer").

RECITALS:

WHEREAS, concurrently herewith, Seller is conveying to Buyer by Assignment of Lease even date herewith its leasehold interest in the real property (the "Leased Premises") located at 3850 Industrial Avenue, Hemet, California and more particularly described on Exhibit A attached hereto; and

WHEREAS, in connection with the assignment of the Leased Premises, Seller intends to assign and convey unto Buyer that certain 41,000 square foot building located on the Leased Premises ("Building") and certain personal property as described herein.

NOW, THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged and confessed by Seller, Seller and Buyer hereby act and agree as follows:

1. Conveyance. Seller does hereby ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER to Buyer, its successors and assigns, all right, title and interest of Seller in and to the Building and the personal property that is located in the Building or on the Leased Premises as of the Effective Date (the "Personal Property").

2. AS IS, WHERE IS. Buyer acknowledges that it: (i) has conducted its own inquiry and investigation into, and based thereon, has formed an independent judgment concerning, the Building and the Personal Property; (b) has inspected the Building and the Personal Property; and (c) based on all such information has found the Building and the Personal Property to be in acceptable condition for the purpose of consummating the transfer contemplated by this Bill of Sale. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE BUILDING AND THE PERSONAL PROPERTY IN ANY RESPECT WHATSOEVER, INCLUDING ANY WARRANTY REGARDING THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT—IT BEING UNDERSTOOD AND AGREED THAT THE BUILDING AND PERSONAL PROPERTY IS TO BE TRANSFERRED "AS IS" AND "WHERE IS" AND IN ITS CONDITION AS OF THE DATE HEREOF. Seller shall in no event be liable for any claim whatsoever by or through Buyer, or any third party, for any inoperability or failure of the

~~Building or the Personal Property to perform as designed or intended, whether such claim is based in any form of warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages. Seller neither assumes nor authorizes any person to assume for Seller any liability in connection with the sale or resale or use or misuse of the Building or Personal Property.~~

3. Miscellaneous. This Bill of Sale may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Bill of Sale shall be construed and enforced in accordance with and governed by the internal laws of the State of California. This Bill of Sale shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns. Each Seller and Buyer represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Bill of Sale, and the individuals signing this Bill of Sale each represent and warrant that he or she is fully empowered and authorized to do so. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, this Bill of Sale is executed under seal by the duly authorized representatives of the undersigned as of the Effective Date.

SELLER:

TYCO ELECTRONICS CORPORATION,
a Pennsylvania corporation

By: _____

Name: _____

Title: _____

BUYER:

By: _____

Name: _____

Title: _____

Exhibit C

Third Amendment

Following this page

Third Amendment

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("**Amendment**") is effective as of the ___ day of _____, 2017 ("**Effective Date**") by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("**Lessor**"), and The Robert G. Andrei and Dawn M. Andrei 1999 Trust ("**Lessee or Andrei**").

RECITALS

WHEREAS, TE Connectivity Corporation, a Pennsylvania corporation ("**TE**"), as Lessee, leased from Lessor approximately 4.05 acres of land as more particularly described on Exhibit A attached hereto and incorporated herein and commonly known as 3850 Industrial Avenue, Hemet, California ("**Leased Premises**"), pursuant to that certain Lease dated June 29, 1982 between Lessor and TE, as amended by that certain First Amendment to Lease dated October 12, 1982, and Second Amendment to Lease dated June 2, 1992 (collectively the "**Lease**");

WHEREAS, pursuant to that certain Assignment and Assumption of Lease dated on or about this same date, TE assigned to Andrei, TE's right, title and interest in the Lease ("**Assignment**") with Lessor's consent, which consent is subject to Tenant's execution and delivery of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease shall be modified as follows:

1. Maintenance Section 10(a) of the Lease is hereby deleted in its entirety and is hereby replaced with the following:

10 (a) Maintenance. Lessee shall maintain the Leased Premises, approaches thereto, and improvements now or hereafter located thereon, in good, safe and sanitary order, condition, and repair. Throughout the entire Term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain or cause to be maintained the Leased Premises in good and clean condition and repair, free of debris, and in compliance with (i) all Governmental Restrictions (defined below), and (ii) all applicable rules, order, and regulations of any insurance company insurance all or any part of the Leased Premises or the improvements thereon or both, and Lessee shall make or cause to be made whatever repairs and replacements are required by such enactments or provisions or future enactments or provisions. The term "Governmental Restrictions" used herein shall mean and include any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision, now in force or hereafter adopted, which are applicable to the Leased Premises or the use thereof as of the date such term is being applied. If Lessee fails to perform lessee's obligations under this Section 10 (a), Lessor shall have the right to enter upon the Leased Premises after 10 days prior written notice to Lessee (except in the event of an emergency, in which case no notice shall be required), perform such maintenance and repair obligations on Lessee's behalf, and Lessee shall be fully responsible for and shall promptly pay to lessor an amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure

to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall have no obligation to maintain the Leased Premises pursuant to Section 2 below.

2. Lessor Non-Responsibility. Section 10 of the Lease is hereby amended by the addition of Section 10(c) as follows: Notwithstanding any language to the contrary herein, during the Term of this Lease, including any extensions, Lessor shall not be required to maintain or make any repairs or replacements of any nature or description whatsoever to the Leased Premises or the Improvements thereon. Lessor shall not be required to provide, install or repair any utilities to the premises.

3. Toxic Materials. Section 21 of the Lease is hereby deleted in its entirety and is replaced with the following: During the term of this Lease and any extensions thereof, 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 Leased premises including, but not limited to, soil, air, and groundwater conditions. Further, Lessee, its successors, assigns and Sublessee shall not use generate, manufacture, produce, store or dispose of on, under or about the Leased Premises or transport to or from the 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 the 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, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C Section 6901, et seq.; and those substances defined as "hazardous wastes in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws now and in the future.

4. Reversion of Improvements. Section 7(c) of the Lease is hereby deleted in its entirety and is hereby replaced with the following: During the term of this Lease, all improvements, alterations, and fixtures constructed by the Lessee on the Leased Premises shall be owned by Lessee until the Lease is terminated, legally relinquished, abandoned or upon the expiration of Lease including any hold-over period. Upon termination, relinquishment, abandonment or upon the expiration of the Lease (including any hold-over period), legal title to all improvements constructed by the Lessee shall cease to exist, and all interest associated therewith shall revert to the Lessor free and clear of any and all rights to possession and all claims to or against them by Lessee or any third person or entity. At the expiration or earlier termination of this Lease, Lessee shall also surrender to Lessor possession of the Leased Premises and all improvements constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee shall have the full and exclusive use and enjoyment of such improvements, alterations, and fixtures during the Term of this Lease. At or prior to the expiration of this Lease, Lessee shall remove, at its expense, such trade fixtures (not including buildings and improvements affixed to the land), and restore the Leased Premises to their original shape and condition in good, safe and sanitary condition, subject to ordinary wear and tear. In the event Lessee does not remove such trade fixtures, they shall become the property of the Lessor for no further consideration of any kind, and Lessee

acknowledges and agrees that Lessor shall have the right to charge Lessee for removal of any trade fixtures that so remain by Lessee upon the expiration or early termination of the Lease. At Lessor's request Lessee shall execute and deliver to Lessor assignments of leases and a quitclaim deed, both in commercially reasonable form and as prepared by Lessor. By the quitclaim deed Lessee shall quitclaim any right, title or interest which Lessee may have or claim to have in the Improvements.

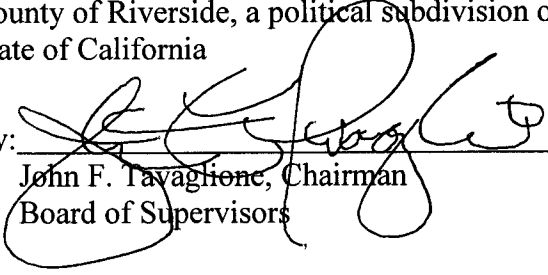
5. Counterparts. This Amendment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Amendment shall be construed and enforced in accordance with and governed by the internal laws of the State of California. This Amendment shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. Lessor and Lessee each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Amendment, and the individuals signing this Amendment each represent and warrant that he or she is fully empowered and authorized to do so. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment is executed as of the date and year first set forth above.

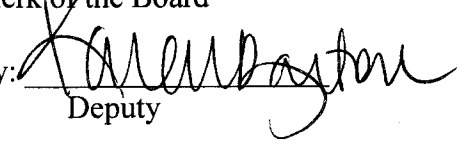
LESSOR:

County of Riverside, a political subdivision of the State of California

By: 
John F. Tavagnone, Chairman
Board of Supervisors


Attest:

Kecia Ithem-Harper
Clerk of the Board

By: 
Deputy

Approved as to Form:

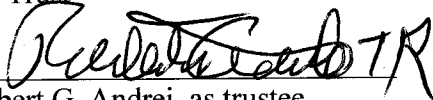
Gregory P. Priamos, County Counsel

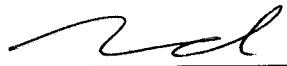
By: 
Bruce Fordon
Deputy County Counsel

IN WITNESS WHEREOF, this Amendment is executed as of the date and year first set forth above.

Lessee:

The Robert G. Andrei and Dawn M. Andrei
1999 Trust

By:  TR
Robert G. Andrei, as trustee

By:  TR
Dawn M. Andrei, as trustee