

maintain Occurrence Excess Policy coverage with an aggregate limit of \$7,000,000. Such insurance will include Medical Payments for a limit of \$5,000.

(c) Intentionally Omitted.

(d) Property Insurance.

(i) All-Risk real and personal property insurance coverage, excluding earthquake and flood, for the full replacement cost value of building, structures, furniture and fixtures, equipment, improvements/alterations and all other systems including, but not limited to electronic or non-electronic systems which are on the Leased Premises that the Lessee owns or is contractually responsible for. Policy shall name County as a Loss Payee.

(ii) Intentionally Omitted.

(e) General Insurance Provisions – All Lines.

(i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the Risk Manager of County. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII (A:8).

(ii) Insurance deductibles or self-insured retentions must be declared by the Lessee's insurance carrier(s), and such deductibles and retentions shall have the prior written consent from the Risk Manager of County. Upon notification of deductibles or self insured retentions unacceptable to County, and at the election of the Risk Manager of County, Lessee shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Lease with County; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii) Prior to entering onto the Leased Premises, and prior to the renewal date for each policy of insurance, cause Lessee's insurance carrier(s) to furnish County with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if

requested to do so in writing by the Risk Manager of County, provide current original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to County prior to any cancellation of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless County receives, prior to such effective date, a current properly executed original Certificate of Insurance and original copies of endorsements, and if requested, certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.

Lessee shall not take possession of the Leased Premises until County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(iv) It is understood and agreed to by the parties hereto, that the Certificates of Insurance and policies shall so covenant and shall be construed as primary insurance, and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(f) Course of Construction Insurance. During construction of the planned improvements, Lessee shall purchase and maintain or cause to be maintained All Risk Builder's Risk insurance (Completed Value Form) excluding earthquake and flood for the entire Project, and shall include coverage for materials and supplies located offsite but earmarked for the Project. Policy shall also include as insured property scaffolding, falsework, and temporary buildings located on the Project site, and the cost of demolition and debris removal. Policy shall name County as an additional insured.

(g) County's Reserved Rights – Insurance. If during the term of this Lease or any extension thereof, there is a material change in the scope of services or performance of work carried out on the Leased Premises, County reserves the right to adjust the types of insurance required under this Lease and the monetary limits of liability for the insurance coverages currently required herein, if, in the Assistant County Executive Officer/EDA's reasonable judgment, upon advice of the Risk Manager of County, the amount or type of insurance carried by the Lessee has become inadequate. The Lessee agrees to notify County of any plan or change of plan for the Lessee's operations and such notification shall occur prior to implementing any such change.

(h) Insurance for Sublessees. Lessee shall require each of its Sublessees to carry Commercial General Liability Insurance coverage, which limits shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; provided, however, any Lessee leasing the entire Leased Premises shall be required to meet all insurance requirements imposed on the Lessee by this Lease. These requirements, with the approval of the Risk Manager of County, may be modified to reflect the activities associated with the Sublessee. Copies of Sublessee's Certificates of Insurance and if requested by County, certified copies of policies and all endorsements shall be provided to County upon their receipt by Lessee, or delivered directly to County from the insurance carrier, but in any event, prior to the relevant Sublessee taking possession of the applicable subleased premises.

With regard to County's right to use the Leased Premises or adjacent subleased land for parking during the month of November referred to in paragraph 4 of this Lease, County agrees to provide proof of insurance in a form acceptable to Lessee for the amounts specified above and to name Lessee as an Additional Insured.

(i) Intentionally Omitted.

21. Insurance for Sublessees and Contractors. Lessee shall require the General Contractor to carry Commercial General Liability Insurance coverage, which

limits shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. These requirements, with the approval of the County's Risk Manager, may be modified to reflect the activities associated with the General Contractor. On every sublease or contract the Lessee shall have the General Contractor name the Lessee and the County by endorsement as a specifically designated additional insured.

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

Lessee shall submit all documents pertaining to any such transaction referenced in the foregoing paragraph to County for approval prior to entering into such agreements. Lessee will submit executed subleases and all required certificates of insurance and endorsements to insurance policies, as specified in paragraphs 19, 20 and 21 of this Lease, to County for approval prior to sublessees occupying the subleased premises.

In the event of any transfer as provided in this Paragraph, Lessee expressly understands and agrees that it shall remain liable with respect to any and all the obligations and duties contained in this Lease.

23. Right to Encumber/Right to Cure.

(a) Lessee's Right to Encumber. Notwithstanding provisions of Paragraph 23 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 if the Encumbrancer is an established bank, savings and loan association or insurance company, 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 23(a)(2) above which is the transferee under the provisions of Paragraph 23(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 23(a)(2) above, shall not be made without the prior written consent of County and shall be subject to the conditions relating hereto as set forth in Paragraph 24 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:

(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 of 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(s) 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.

24. Estoppel Certificate. Each party shall, at any time during the term of the Lease, within ten (10) days of written Notice (or as soon as reasonably possible) from the other party, execute and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect, or if modified, stating the nature of such modification. The statement shall include other details requested by the other party as to the date to which rent and other charges have been paid, and the knowledge of the other party concerning any uncured defaults with respect to obligations under this Lease and the nature of such defaults, if they are claimed. Any such statement may be relied upon conclusively by any prospective purchaser, Encumbrancer, or Sublessee of the Leased Premises, the building or any portion thereof.

25. Toxic Materials. County to the best of its ability has no actual knowledge of the Premises ever having been used as a waste dump, nor of the past or present existence of any above or below ground storage tanks on the Premises, nor of the current existence on the Premises of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

County shall be responsible for the removal and remediation of any contamination and/or hazardous materials that may be found to have existed on the site prior to the execution of this Lease. During the removal and remediation of any such contamination or hazardous materials, rent shall abate pro rata as to the period of time taken to remove and remediate the area of contamination and for any additional portion of the Premises that cannot be developed because of cleanup activities.

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 this 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.

26. National Pollution Discharge Elimination System (NPDES) Permit. Lessee acknowledges, understands and agrees that it shall comply with California State Water Resources Control Board general permit requirements now and in the future

relating to storm water discharges associated with activities such as aircraft rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing. Lessee further acknowledges, understands and agrees that it shall participate as a co-permittee under said general permit, participate in the Jacqueline Cochran Regional Airport Storm Water Pollution Prevention Plan (SWPPP) as noted in Exhibit "D", attached hereto and by this reference made a part of this Lease, including without limitation, the Best Management Practices, Best Available Technology Economically Achievable, and Best Convention Pollutant Control Technology.

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 desire 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 is 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 and agreed 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. Right of First Refusal. Providing Lessee faithfully performs all of the conditions and covenants contained herein, and is not in default of the Lease at the

date of expiration, and further providing County offers the Leased Premises for lease at any time during the twelve (12) months subsequent to said expiration, Lessee, its successor, or assigns shall have the first right of refusal to enter into a new lease agreement with County under the final terms being offered by County to any prospective lessee. Issuance of a Request for Proposals or Bid or similar issuance does not constitute an offering of lease terms. County shall provide Lessee written notice by United States mail that the Leased Premises are available for lease and the terms of said lease, and Lessee shall have thirty (30) days from the postmark of said notice to give written notice of acceptance of the proposed lease under the terms and conditions contained in said notice. Should Lessee fail to notify County of acceptance of said lease agreement within the thirty (30) days set forth herein, Lessee shall be deemed to have rejected said offer to lease, and County shall be released from any further obligation hereunder.

31. 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.

32. 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.

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

34. Attorney's Fees. In the event of any litigation or arbitration between Lessee and County to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the

successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.

35. 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:

COUNTY

County of Riverside
Economic Development Agency
P.O. Box 1180
Riverside, CA 92502-1180
Attn: Assistant County Executive Officer/EDA

LESSEE

HITS, Inc.
c/o Thomas Struzzieri
319 Main Street
Saugerties, NY 12477

Whenever any Party herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail postage prepaid, to the address set forth in this Agreement or by facsimile transmission.

Service of any such communication shall be deemed to be made on the date of the actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. Communications transmitted by facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via courier or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

Any Party hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional parties to whom, all communications are thereafter to be made.

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

37. County's Representative. County hereby appoints the Assistant County Executive Officer/EDA or designee as its authorized representative to administer this Lease.

38. Acknowledgment of Lease by County. Upon execution of this Lease by the parties hereto, County shall acknowledge this Lease in such a manner that it will be acceptable by the County Recorder for recordation purposes, and thereafter, Lessee shall cause this Lease to be recorded in the Office of County Recorder of Riverside County forthwith and furnish County with a conformed copy thereof.

39. Agent for Service of Process. It is expressly understood and agreed that, in the event Lessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with County's clerk, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event Lessee may be personally served with such process out of this County and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

40. FAA Consent to Lease. Jacqueline Cochran Regional Airport was transferred to the County by the Federal Government and, as such, will require FAA review of the use specified in Paragraph 4. County will obtain written confirmation from the FAA that the use contemplated herein is consistent with the grant assurances made by County to the FAA.

41. 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.


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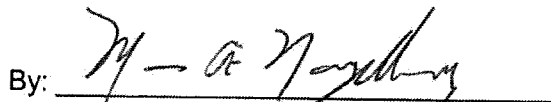
42. Construction of Lease. The parties hereto negotiated this Lease at arms length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against County solely because it prepared this Lease in its executed form.

Date: 8/23/2006

HITS, INC.

a Delaware corporation

By: 
Thomas G. Struzzieri, President

By: 
Marc A. Nagelberg, Vice President

Date: NOV 14 2006

COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors

BOB BUSTER

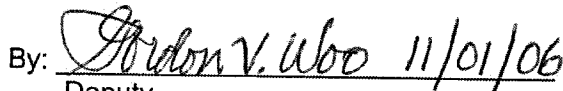
ATTEST:

FORM APPROVED:

NANCY ROMERO, Clerk of the Board

JOE S. RANK, County Counsel

By: 
Deputy

By:  11/01/06
Deputy

(SEAL)

Attachments:

1. Exhibit A-1 – Legal Description
2. Exhibit A-2 – Survey
3. Exhibit B – Federally Required Lease Provisions
4. Exhibit C – Minimum Standards
5. Exhibit D – Storm Water Pollution Prevention Plan
6. Exhibit E – Avigation Easement

EXHIBIT "A"

PARCEL "A"

A PORTION OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN 80.1 ACRE PARCEL OF LAND SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 33 OF RECORDS OF SURVEY AT PAGE 32, RECORDS OF SAID COUNTY, AND A DISTANCE OF 76.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20;

THENCE SOUTH 00°10'33" EAST ALONG SAID WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 951.97 FEET TO AN ANGLE POINT SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 44°57'52" EAST ALONG THE SOUTHWEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 1254.13 FEET TO THE SOUTH LINE OF SAID PARCEL OF LAND;

THENCE NORTH 89°59'21" WEST ALONG THE WESTERLY PROLONGATION OF SAID SOUTH LINE, A DISTANCE OF 2092.75 FEET;

THENCE NORTH 00°10'57" WEST ALONG A LINE PERPENDICULAR WITH, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20 A DISTANCE OF 1835.09 FEET TO THE INTERSECTION THEREOF WITH A LINE PARALLEL WITH AND DISTANT 76.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20;

THENCE NORTH 89°49'03" EAST ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 1209.43 TO THE **POINT OF BEGINNING**.

(CONTAINS 60.00 ACRES)

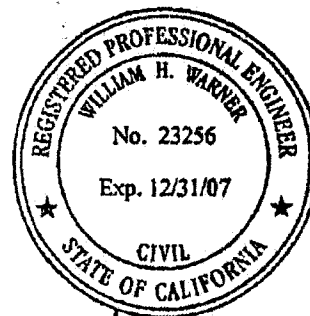
SEE EXHIBIT "B" ATTACHED

PREPARED UNDER THE SUPERVISION OF:

WILLIAM H. WARNER



WILLIAM H. WARNER, R.C.E. 23256

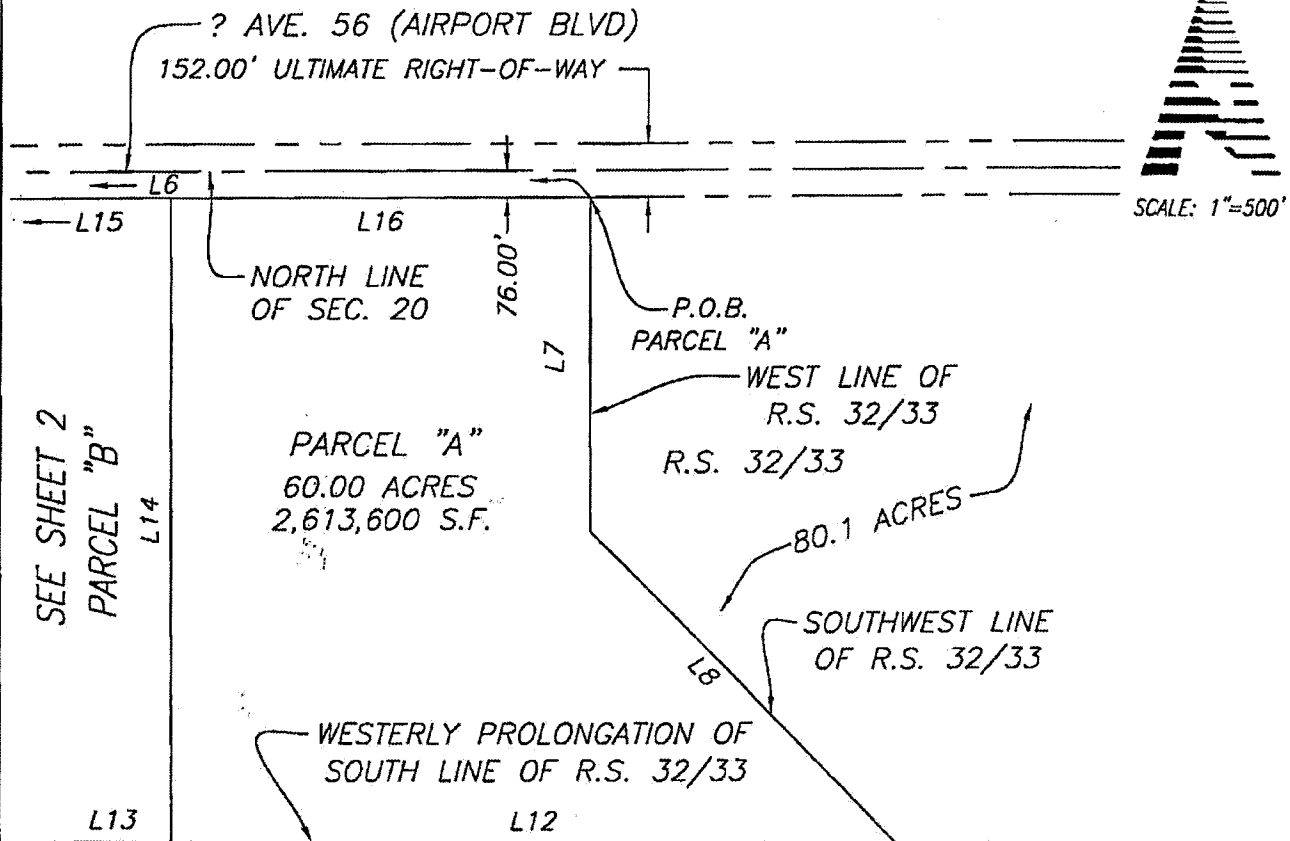


6/1/06
DATE

EXHIBIT "B"

SHEET 1 OF 2

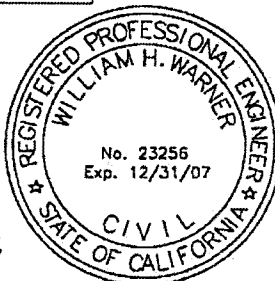
POR. OF SEC. 20, T. 6 S., R. 8 E., S.B.M.



LINE TABLE		
LINE	BEARING	LENGTH
L6	N89°49'03"E	3102.23'
L7	N00°10'33"W	951.97'
L8	N44°57'52"W	1254.13'
L9	N89°59'21"W	2433.37'
L12	N89°59'21"W	2092.75'
L13	N89°59'21"W	340.62'
L14	N00°10'57"W	1835.09'
L15	N89°49'03"E	1892.80'
L16	N89°49'03"E	1209.43'

SOUTH LINE OF R.S. 32/33

- PROPOSED BOUNDARY
- - - - EXISTING CENTERLINE
- - - - PROPOSED ULTIMATE RIGHT-OF-WAY
- - - - LOT LINE PER LOT LINE ADJUSTMENT NO. 3843, RECORDED JUNE 27, 1996, AS INST. NO. 239254



THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY SUPERVISION, BASED ON RECORD INFORMATION

WILLIAM H. WARNER, R.C.E. 23256
LIC. EXP. 12/31/07

0602-015C

FEDERALLY REQUIRED LEASE PROVISIONS

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. The Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof, and in the event of such noncompliance, the County shall have the right to terminate this lease agreement and the estate thereby created without liability therefore or, at the election of the County or the United States, either or both said Governments shall have the right to judicially enforce these Provisions.
6. The Lessee agrees that it shall insert the above five provisions in any sublease agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The County reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation, or maintenance of the airport.
11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Jacqueline Cochran Regional Airport.

12. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assigns that it will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on land leased hereunder with a height that exceeds the height limitation formula specified in Part 77 of the Federal Aviation Regulations without first obtaining the approval of the DOT and the County, which approval can be sought by submitting FAA Form 7460-1 (copy attached). In the event that the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee, by accepting this lease agreement, agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner, which might interfere with the landing and taking off of aircraft from Jacqueline Cochran Regional Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a)
16. This lease agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

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Minimum Standards for Fixed Base Operators

Riverside County Airports

RIVERSIDE
C O U N T Y



**County of Riverside
Economic Development Agency**
5555 Arlington Avenue
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Adopted January 30, 2001

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	DEFINITIONS	2
III.	AIRPORT RULES AND REGULATIONS	3
	A. Lease	3
	B. Airport Layout	4
	C. Signs	4
	D. Building Design, Construction, and/or Alteration	4
	E. Inspections	5
	F. Flying Clubs	5
	G. Waiver from Minimum Standards	5
	H. Civil Rights	5
	I. Insurance	6
	J. Lot Size	6
	K. Outdoor Storage	7
	L. Maintenance	7
IV.	SCOPE OF SERVICES	7
	A. Full Service FBO	8
	B. Aircraft Maintenance	9
	C. Radio and Avionics Repair Station & Sales	10
	D. Flight Instruction	11
	E. Aircraft Sales, Rental, and Leasing	12
	F. Aircraft Storage	13
	G. Agricultural Application	14
	H. Other Aeronautical Activities	16

I. INTRODUCTION

Riverside County is the owner (sponsor) of the following six airports in Riverside County: Blythe, Chiriaco Summit, Desert Center, Desert Resorts Regional, French Valley, and Hemet Ryan. The Riverside County Economic Development Agency (EDA) is the county agency responsible for operation of the County's airports.

Minimum standards are established to promote and attract a professional level of aviation services to the County's airports while safeguarding the public's interest. The Minimum Standards provide a framework that strengthens the relationship between the Sponsor and the Fixed Base Operator (FBO). They offer information, advice and, where necessary, they provide strict regulation so that both the prospective and experienced FBO may have a firmer understanding of the many considerations, which contribute to a safe, successful and useful operation. The standards are intended to be the minimum requirements for those wanting to provide aeronautical services to the public at Riverside County airports. Operators are encouraged to exceed the minimum requirements.

FBOs are responsible for complying with the Minimum Standards and shall be familiar with revisions made to the Standards. All FBOs on the airports must comply with the standards herein as well as all applicable government regulations; however, leases executed prior to August 16, 1988, are exempt until lease renegotiations. The County's airports are subject to federal, state and local rules and regulations. The County has adopted local rules and regulations to implement Federal Aviation Administration (FAA) requirements and to provide for safe and orderly operation on the airports. Local rules and regulations governing airport activities include, but are not limited to, applicable portions of the following:

1. Ordinance No. 576 - Rules and Regulations for Operation of County Airports
2. Fixed Base Operator Minimum Standards
3. County Airport Fueling Standards
4. Special Event Permit Policy
5. Airport Design Standards

Federal and state rules and regulations include, but are not limited to: FAA Grant Assurances; FAA Order 5190.6A - Airport Compliance Requirements; Federal Airport Regulations (FAR's); State Aeronautics Act (PUC § 21000); Government Code § 50470 - 50478; ADA Regulations; the California Environmental Quality Act (CEQA); and the National Environmental Policy Act (NEPA).

II. DEFINITIONS

AERONAUTICAL ACTIVITY - Any activity or service that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

AGREEMENT, LEASE, OR PERMIT - A contractual agreement between the EDA and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

AIRPORT - Includes the following six (6) airports owned by Riverside County: Blythe, Chiriaco Summit, Desert Center, Desert Resorts Regional, French Valley, and Hemet Ryan, and its environs, such as, the property, buildings, facilities, and improvements within the exterior boundaries of each airport as it now exists or as it may hereafter be extended, enlarged, or modified.

AIRPORT SPONSOR - The designated entity or duly authorized representative, appointed by the Board of Supervisors, to manage the operation and development of Blythe, Chiriaco Summit, Desert Center, Desert Resorts Regional, French Valley, and Hemet Ryan airports.

ALP - Airport Layout Plan

APPLICANT - A person, persons, firm, partnership, or corporation desiring to acquire the use of a portion of an airport, or to establish or use any facility on an airport for an aeronautical activity or special event and who shall apply in writing and in the manner or form prescribed for authorization to establish such activities.

CEQA - California Environment Quality Act

COUNTY - County of Riverside, the FAA authorized airport sponsor.

EDA - Riverside County Economic Development Agency, the County agency designated to oversee and manage the County airports.

EQUIPMENT - All machinery, together with the supplies, tools, and apparatus necessary for the safe and proper procedure of the activity being performed.

FAA - Federal Aviation Administration

FAR - Federal Aviation Regulation

FIXED BASE OPERATOR (FBO) - Any person, firm, partnership, corporation, association, limited partnership, or any other legal entity duly licensed and authorized by written agreement with the Airport Sponsor (the County) to provide specific aeronautical services at an Airport, under strict compliance with such agreement and pursuant to these and all applicable regulations and standards.

FUEL - FAA authorized aviation fuel, including jet fuel

FUEL FARM - Any portion of an Airport, authorized by the Airport Sponsor, as an area in which gasoline or any other type of fuel may be stored.

FULL SERVICE FBO - An FBO which provides certain essential aeronautical services (e.g. aircraft maintenance and repair, flight instruction, fueling of aircraft, transient aircraft parking guidance, positioning of wheel chocks and tie-downs, fireguard for engine starts, baggage handling, standardized ground service and recovery equipment, pilots' lounge, and restrooms), subject to restrictions agreed to during lease negotiations (see Table A below for complete guidelines).

LIMITED SERVICE FBO - An FBO which provides certain of the aeronautical services provided by a Full Service FBO, subject to restrictions imposed by leasehold size requirements and to restrictions agreed to during lease negotiations (see Tables B through H below for complete guidelines).

MINIMUM STANDARDS - The qualifications and criteria set forth herein as the minimum requirements to be met as a condition for an FBO to conduct an aeronautical activity on an EDA sponsored airport.

NEPA - National Environmental Policy Act

THE BOARD - The Riverside County Board of Supervisors

TLMA - Transportation and Land Management Agency

III. AIRPORT RULES AND REGULATIONS

A. Lease

All revenue generating, commercial and/or business activities, at County operated airports are required to secure a lease approved by the County Board of Supervisors (the "Board") prior to commencement of any commercial activity.

Prospective lessees should begin the process by requesting a meeting with County staff. The purpose of the initial meeting is to introduce staff, show the available sites,

and answer any questions. At the conclusion of this meeting the prospective lessee will be asked to submit a Lease Application and proposal.

Upon receipt of a lease application and proposal, County staff will review the proposal and will provide a written response. Once an agreement has been reached on the deal points and development proposal, a lease will be prepared for execution by the lessee. The lease shall be executed in three counterparts and all three copies shall be returned to the County. The County will then schedule the lease for consideration at the next available Board of Supervisors' meeting. ***Please be advised that the County Board of Supervisors is the only entity that can make a binding lease commitment and development may not proceed until the Board has approved the lease.***

Exclusive rights for any aeronautical activity will not be issued at any County airport. This is to ensure that airport patrons are offered competitive market prices for services.

B. Airport Layout

All new leases and new airport development shall comply with the current FAA approved Airport Layout Plan (ALP) for each airport. In addition, Desert Resorts Regional, French Valley, and Hemet Ryan airports have adopted Airport Master Plans and all new development shall comply with those master plans. Lessee proposals that conflict with ALP's and Master Plans will not be approved.

C. Signs

All signs (commercial, traffic, services, advertising, etc.) must receive written approval from the Assistant County Executive Officer / EDA or Designee prior to their placement. The request for approval should include the size, location, and design of sign. All outdoor advertising shall comply with County Ordinance No. 348 and applicable federal and state laws. FAA Form 7460-1, *Building Design, Construction, and/or Alteration*, must be submitted to the FAA Western Pacific Region for review and determination, with a copy of the form sent to the Assistant County Executive Officer / EDA

D. Building Design, Construction, and/or Alterations

All design, construction and/or alterations shall be in compliance with Airport Design Guidelines. The County reserves the right to review and approve all architectural design of all construction or alterations to be performed on County operated airports.

The County reserves the right to review and approve the design and construction methods of all development at the County operated airports. All buildings shall comply with local codes and regulations as to their construction. FAA Form 7460-1, *Building Design, Construction, and/or Alteration*, must be submitted to the FAA for their review

and assessment with a copy of the form submitted to the Assistant County Executive Officer / EDA.

The County reserves the right to require a Material and Performance Bonds or a Letter of Credit prior to the construction of any facility for the return of funds expended by the County in the event that the applicant defaults on any obligations.

E. Inspections

The County reserves the right to make periodic inspections of the leased premises during reasonable hours to ensure lease compliance and Lessee's adherence with all applicable regulations. County staff, County contractors, the FAA, and/or the State of California may conduct inspections, under this provision.

F. Flying Clubs

All flying clubs located at Riverside County operated airports shall be nonprofit organizations. All rights shall be equally shared between members. No member shall share in profits, earnings, salaries, or other forms of compensation. The Flying Club shall not be engaged in any type of commercial operation. A copy of the Flying Club's Charter and By-laws, or other comparable documents, must be filed with the Aviation Division. Flying clubs must submit annual financial reports and furnish the County with proof of insurance of the types listed on Appendix A.

A minimum of one (1) aircraft, properly certified, is required for a flying club. Flight instruction shall only be offered to club members. The instructor must be a club member or an instructor who is a lessee on the airport for the purpose of flight instruction.

G. Waiver from Minimum Standards

Any tenant or prospective tenant wishing to waive any minimum standard set forth in the approved Minimum Standards must submit a letter to the Assistant County Executive Officer / EDA expressing their hardship to conform with the Minimum Standards. The Assistant County Executive Officer/EDA has the discretion of approving or disapproving the waiver as it would apply to the future viability of the airport, subject to applicable provisions, which may be contained in the tenant's lease approved by the Board. Waivers may be granted on a temporary basis, and may be withdrawn or terminated at the Director's discretion.

H. Civil Rights

All individuals using the County operated airports must comply with all the provisions of the Federal Civil Rights Act of 1964. The tenant or prospective tenant shall ensure

there shall be no discrimination in the availability of any services or commodities based on race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status.

I. Insurance

The FBO shall procure, maintain and pay premiums during the term of the agreement for insurance of the types and the minimum limits set forth by the County for each aeronautical activity. The FBO shall obtain and maintain insurance (See Appendix A), which contains an endorsement that the "County of Riverside, including its elected officials, officers, employees, and agents" are named as additional insured. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless such requirement is waived, in writing, by the Assistant County Executive Officer / EDA and/or the County Risk Manager. Each insurance company shall have an A.M. BEST rating of not less than A:VIII (A:8).

Proof of insurance must be submitted to the Assistant County Executive Officer / EDA prior to commencement of operations and upon each insurance renewal. The FBO shall provide either 1) a properly executed original Certificate(s) of Insurance and 'certified original' copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the Assistant County Executive Officer / EDA and/or County Risk Manager, provide original Certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Certificate(s) shall contain the covenant that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. Certificates of Insurance and the policies shall covenant that their coverage is primary and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as primary.

If any policy contains a general aggregate limit, it shall apply separately to the Agreement with the County or be less than two (2) times the occurrence limit. All insurance policies are subject to review by the County's Department of Risk Management. The Assistant County Executive Officer / EDA, upon the advice of the County Risk Manager, reserves the right to increase the limits, or require additional insurance coverage, beyond those set forth in these Minimum Standards, subject to applicable provisions of the tenant's lease.

J. Lot Size

Lot sizes may vary according to the type of operation. If available, aircraft tie-downs and hangar space, as well as automobile parking spaces, may be leased from the County to meet these minimum standards. The number of aircraft, hangar, or automobile parking spaces shall be determined during lease negotiations.

K. Outdoor Storage

No outside storage will be permitted except behind enclosed block walls, screened from public view, or as approved by the Assistant County Executive Officer / EDA.

L. Maintenance

Lessee shall be responsible for the adequate maintenance of leased property and in compliance with all applicable Federal, State and Local health and safety regulations.

IV. SCOPE OF SERVICES

Each aeronautical activity has a separate scope of services. The services required of a Full-Service FBO include the Minimum Standards for all combinations of aeronautical activities. The cumulative effect of the Minimum Standards will not equate to any minimum standard greater than that applicable to the Full-Service FBO.

Table A - FULL SERVICE FBO

Each airport shall have a minimum of one (1) Full Service FBO. Mandatory Requirements: Full Service FBOs shall provide: aircraft maintenance & repair; flight instruction; fueling of aircraft; transient aircraft parking guidance; positioning of wheel chocks and tie-downs; fireguard for engine starts; baggage handling upon request; have available and provide standardized ground service equipment and recovery equipment for aircraft weighing up to 30,000 lbs at FVA, 40,000 lbs at HRA, and 80,000 lbs at DRRA (service and recovery equipment shall include, but not be limited to, wheel chocks, tie-down ropes or chains, aircraft jacks, tow bars, auxiliary power units, and aircraft tugs); pilots' lounge; and restrooms. Optional Requirements: In addition to the required services listed in the preceding sentence, Full Service FBOs may provide: aircraft sales or leasing (including financing), sales of aircraft parts and supplies, radio and avionics sales and repair, aircraft storage hangars and tie-downs, painting and upholstering of aircraft, leasing or renting of automobiles, and operating a restaurant or café.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 3 acres or 130,680 SF		
Hangar area	14,000 SF	For aircraft storage
Outside storage area	30,000 SF	For tie-down or apron parking
Building space	2,000 SF	For offices, pilots' lounge and briefing area, conference rooms, classrooms, and restrooms
Automobile parking	20 spaces, with landscaping as required by Ordinance 348	For employees per shift and customer parking
Fuel farm	Refer to Fueling Standards	
Landscaping	To be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building
<u>CERTIFICATION:</u>		
As applicable for each activity	FAA, State, and/or other responsible agency as applicable	For safe and efficient operation of airport and aeronautical activities
<u>PERSONNEL:</u>		
Staff	Adequate number	For safe and efficient operation of airport and aeronautical activities
Certification & training	Proper certification and training	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Business Hours	7 days/week, 10 hrs/day	Or as demand may require
Fueling services	During business hours and emergency situations	One (1) hr response time during non-business hours
<u>EQUIPMENT:</u>		
Aeronautical operations	Refer to tables for equipment required for each activity	
FBOs providing aircraft fueling and servicing	Refer to Airport Fueling Standards	

INSURANCE:

Refer to Appendix A

Table B - AIRCRAFT MAINTENANCE

An aircraft airframe, engine, and accessory maintenance and repair FBO shall provide one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall include the sale of aircraft parts and accessories.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: ½ acre or 21,780 SF		
Hangar area	6,000 SF	For aircraft storage
Tie-down or apron parking	One (1) per 1,000 SF of hangar space	Outside storage
Building space	400 SF	For offices, public phone, and restrooms
	200 SF	Office storage room
Automobile parking	One (1) per 1,000 SF of hangar area, with landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building

CERTIFICATION:

Station	Authorized repair station and certified under FAR Part 145 or Holder of an FAA inspection authorization under FAR Part 43
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PERSONNEL:

Staff	Sufficient qualified technicians to meet proposal.	
Certification & training	Proper certification and training	To comply with all applicable regulations

HOURS OF OPERATION:

Services	5 days/week, 8 hrs/day	
	Services offered for emergency situations	One (1) hr response time during non-business hours

EQUIPMENT:

Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.	Should include but is not limited to tug, tow bar, jacks, and dollies	Operator is encouraged to have the capability of aircraft removal from the airport's operational areas
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INSURANCE:

Refer to Appendix A

Table C - RADIO AND AVIONICS REPAIR STATION & SALES

A radio and avionics repair station FBO engages in the business of and provides a shop for the repair of aircraft avionics, instruments and accessories for general aviation aircraft. This category also includes the sale of new or used aircraft avionics, instruments and accessories.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 150 SF		
Repair station	150 SF	
Automobile parking	One (1) space per 150 SF, with landscaping as required by Ord. 348	
<u>CERTIFICATION:</u>		
Station	Authorized repair station and certified under FAR Part 145	
<u>PERSONNEL:</u>		
Staff	One (1) FAA certified repairman	
Certification & training	Proper certification and training	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for at least 40 hrs/week	
<u>EQUIPMENT:</u>		
Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.		
<u>INSURANCE:</u>		
Refer to Appendix A		

Table D - FLIGHT INSTRUCTION

A flight instruction FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 500 SF (not necessarily contiguous)		
Classroom space	200 SF or as appropriate to the size of student population	For classroom instruction
Office and lobby areas	300 SF	For phones, restrooms, and space for adequate customer service
Automobile parking	3 spaces per aircraft, 2 for each additional for a maximum of 10 spaces, with landscaping as required by Ord. 348	For students and employees
Other	Any additional space necessary to house all owned or leased aircraft	

PERSONNEL:

Staff	One (1) certified flight instructor	To be available during normal hours of operation
	One (1) qualified ground school instructor	For classroom instruction

HOURS OF OPERATION:

Business Hours	Available for appointment for at least 40 hrs/week
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EQUIPMENT:

Aircraft	One (1) single-engine aircraft	Available for flight training
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INSURANCE:

Refer to Appendix A

Table E - AIRCRAFT SALES AND LEASING

An aircraft sales and/or lease FBO engages in the sale and/or lease of aircraft to the public. New aircraft sales involve the sale of new aircraft through franchises or licensed dealerships (if required by local, county, or state authority) or distributorship (on either a retail or wholesale basis) of an aircraft manufacturer. Aircraft sales FBOs may also engage in the sale of used aircraft. This can be accomplished through various methods, including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. A new aircraft sales and/or leasing FBO must show capability to support maintenance agreements for aircraft sold or leased. A used aircraft sales FBO may also provide such repair, services, and parts as may be necessary to support the operation of aircraft sold. Some requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique operational history. An aircraft sales FBO may also finance aircraft purchases, subject to the applicable licensing requirements.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 150 SF		
Building space	150 SF	For offices, lobby area, public phone, and restrooms
Tie-down/Hangar space	Adequate number	Storage
Automobile parking	One (1) per employee One (1) per 500 SF of leased space With landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations.	Landscaping required around vehicle parking, sidewalks, and buildings
<u>CERTIFICATION:</u>		
New aircraft	Dealers must possess sales and/or distribution franchise from a recognized aircraft manufacturer	
Aircraft available for sale and leasing	Aircraft must hold FAA registration and current airworthiness certificate	
<u>PERSONNEL:</u>		
Staff	One (1) commercial, qualified for aircraft type.	For demonstration of aircraft
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment at least 40 hrs/week	
<u>EQUIPMENT:</u>		
	Minimum equipment required shall be determined during lease negotiations.	
<u>INSURANCE:</u>		
Refer to Appendix A		

Table F - AIRCRAFT STORAGE

An aircraft storage FBO engages in the construction, rental, and maintenance of conventional hangars or multiple T-hangars.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: 1acre or 43,560 SF		
Storage area of the following or proportionate combination of:	1. Minimum of ten (10) T-Hangars to max of fourteen (14) per acre, or 2. Apron tie-down space of a minimum of 15 aircraft per acre, or 3. Conventional hangar of 10,000 SF. 4. Box hangars - Plot Plan subject to EDA and BOS approval	
Automobile parking	One (1) for every two (2) hangars, with landscaping as required by Ord. 348	Automobile parking separate from aircraft storage area
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and buildings
<u>PERSONNEL:</u>		
Staff	One (1) contact person	To be available during the normal work week (M-F, 8am-5pm)

HOURS OF OPERATION:

Minimum via phone contact	5 days/week, 8 hrs/day
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INSURANCE:

Refer to Appendix A

ADDITIONAL GUIDELINES:

The County and Full Service FBOs shall possess the right to provide and operate the public aircraft storage areas unless circumstances warrant otherwise. No business activities shall be operated from storage areas.

Table G - AGRICULTURAL APPLICATION

An agricultural application FBO engages in air transportation for hire for the purpose of providing the use of aircraft for agricultural operations such as, but not limited to, crop dusting, seeding, spraying, and bird chasing.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> ½ acre or 21,780 SF		
Apron, tie-down area	6,000 SF	Storage
Building space	400 SF	For offices, lobby, public phone, and restrooms
Chemical storage	400 SF	
Automobile parking	Minimum of five (5) parking spaces, with landscaping as required by Ord. 348	For number of employees per shift and average number customers
Landscaping	Specific plans to be determined during lease negotiations	Required around vehicle parking, sidewalks, and buildings

CERTIFICATION:

Permits and certificates	Must be submitted to Assistant County Executive Officer / EDA or Designee prior to operations.	
Renewals	Furnished to EDA Executive Director or Designee as received.	
Agricultural Application Operator	Procure and maintain FAR Part 137 Commercial Agricultural Operators Certificate.	
Hazardous Materials Management Permit	Possess Hazardous Materials Management Permit	County Ordinance No. 615

PERSONNEL:

Staff	Minimum number to be determined during lease negotiations.
Certification & training	Personnel must be knowledgeable about the safe handling of poisons and agricultural chemicals and the proper disposal of substances intended to be used in operations.

HOURS OF OPERATION:

Business Hours	Available for appointment for a minimum of 40 Hrs/week	Services offered 7 days/week
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EQUIPMENT:

To be determined during lease negotiations.

INSURANCE:

Refer to Appendix

Table G - AGRICULTURAL APPLICATION (continued)

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
ADDITIONAL GUIDELINES: Storage and containment of Hazardous Materials		
a.	Comply with California Regional Water Quality Control Board Resolution No. 79-38, dated March 14, 1979.	
b.	Comply with County Ordinance No. 546, Division VIII-Fire Protection Requirement Buildings; and Division XIV-Fire Protection Requirements relating to storage of flammable or combustible liquids used as motor fuel.	
c.	Comply with the 1982 Uniform Fire Code Article 80-Hazardous Materials (section 80.107, 80.108, 80.109, and 80.111); and Article 86-Pesticides storage (all sections).	
d.	Comply with all hazardous waste regulations which can be found in Title 22 of the California Administrative Code and the California Health and Safety Code.	
e.	Submit a waste management plan addressing the items mentioned below with an explicit clause stating that the applicant shall be held responsible for the safe and proper cleanup of any hazardous waste spills.	
f.	Comply with Riverside County Ordinance No. 615 by completing the reporting form and obtaining a Hazardous Materials Management Permit.	
g.	If hazardous wastes are treated and/or stored more than 90 days, or disposed or on-site, a hazardous waste facility must be obtained from the State Department of Health.	
h.	If hazardous wastes are stored 90 days or less, storage area and containment shall meet the following:	
1.	Tanks and/or containers shall be of sound construction and compatible with waste stored (Title 22, California Administrative Code, Sections 66508, 67242, and 67247).	
2.	Tanks and/or containers shall be designed, constructed, maintained, and operated to minimize the possibility of fire, explosion, or any unplanned sudden, or non-sudden release of hazardous waste or any constituents to the soil, air, or surface waste which could threaten human health or the environment (Title 22, California Administrative Code, Sections 67241, 67243, 67244, 67257, and 67259).	
3.	Storage of on-site hazardous waste containers shall be in a structure that will prevent the contamination of the environment with hazardous waste. Design of the structure shall be submitted to the Assistant County Executive Officer / EDA or Designee and Hazardous Material Division prior to construction.	
4.	If hazardous wastes or materials are to be stored underground, applicant must comply with County Ordinance No. 617 by completing the reporting form and obtaining the proper permits.	
5.	Underground tanks shall be of proper design and construction with approved monitoring systems. Records shall be maintained concerning operations, inspections, and monitoring pursuant to County Ordinance No. 617.	
6.	The applicant must take steps to minimize the quantity, toxicity, or other hazards of the waste generated. Such steps shall be submitted in writing to Assistant County Executive Officer / EDA or Designee.	
7.	The facility shall be in compliance with all statutes, regulations, and ordinances pertaining to the management of hazardous waste.	
8.	Operator must submit a Letter of Credit or Performance Bond covering any clean-up or fines imposed caused by the actions or the operator.	

Table H - OTHER AERONAUTICAL ACTIVITIES

All aeronautical activities that were not included in previous sections are required to comply with these minimum standards. Activities include, but are not limited to, Air Tours, Air Charter, Banner Towing, Gliders, Ultra Lights, Parachuting, Airship Operations, and Ballooning.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: ½ acre or 21,780 SF		
Building space	400 SF	For offices, lobby area, and restrooms. Additional space may be required depending on the operation
Aircraft storage	To be determined during lease negotiations	Hangar or outside storage to accommodate the operational activities desired.
Automobile parking	Minimum of five (5) parking spaces or 810 SF, with landscaping as required by Ord. 348	For number of employees per shift and average number customers.
Landscaping	Specific plans to be determined during lease negotiations.	Required around vehicle parking, sidewalks, and buildings.
<u>CERTIFICATION:</u>		
As applicable for each activity	FAA, State, and local certification and licensing as applicable	For safe and efficient operation of airport and aeronautical activities
<u>PERSONNEL:</u>		
Staff	Sufficient number during normal hours of operation	To comply with all applicable regulations
Certification & training	Properly trained and, if applicable, certified or licensed to perform the activities or a normal course of operation.	
<u>HOURS OF OPERATION:</u>		
Services	To be determined during lease negotiations.	Minimum requirements would be: normal telephone contact five (5) days a week (M-F) eight (8) hours a day.
<u>EQUIPMENT:</u>		
	To be determined during lease negotiations depending on the type of activity proposed.	
<u>INSURANCE:</u>		
Refer to Appendix A		

STORM WATER POLLUTION PREVENTION PLAN INTRODUCTION AND PURPOSE

The California airport group members have submitted their Notices of Intent (NOI) and are now in the compliance phase of the California General Permit. The General Permit requires airport discharges to: eliminate non-storm water discharges; develop and implement a storm water pollution prevention plan; and perform monitoring of discharges to the storm water drainage system.

The required Storm Water Pollution Prevention Plan (SWPPP) must emphasize the storm water Best Management Practices (BMPs) and be designed to comply with Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT). The SWPPP has two major objectives: 1) to identify the source of pollutants that affect the quality of the industrial storm water discharge; and 2) to describe practices which may be implemented to reduce the pollutants in the industrial storm water discharge.

The SWPPP is to be certified and implemented by October 1, 1992. Although the SWPPP is not submitted to the Regional Board, it must be retained on file at the airport for the duration of the permit. The SWPPP must be available for Regional Board and public review. The Regional Board may notify airport representatives if the SWPPP does not meet the minimal requirements. Within 30 days of the notice, the airport must submit a time schedule in which the required changes will be made. Once the changes have been made, the airport will provide written certification to verify the completed change. The documentation should then be retained as part of the SWPPP.

The airport is responsible for amending the SWPPP whenever there is a change in construction, operation, or maintenance, which will affect the quality or quantity of the industrial storm water discharge. The SWPPP should also be amended if the objective of controlling pollutants in the storm water discharge as not being achieved.

PLANNING AND ORGANIZATION

POLLUTION PREVENTION PERSONNEL

POLLUTION PREVENTION COMMITTEE MEMBERS

Airport Manager/Representative: Thomas Turner

DUTIES: Overall compliance; Inspection of airports.

Phone: (951) 652-0422 24-hour Phone: (951) 538-5185

Designated Individuals

Name: Captain Heally, C.D.F. Fire Title: _____

Phone: (760) 399-5303 24-hour Phone: 9-1-1

Duties: County fire compliance with permit.

Name: Eric Affeldt Title: Manager, Million Air La Quinta F.B.O.

Phone: (760) 399-1855 24-hour Phone: _____

Duties: F.B.O. compliance.

Name: _____ Title: _____

Phone: _____ 24-hour Phone: _____

Duties:

Name: _____ Title: _____

Phone: _____ 24-hour Phone: _____

Duties:

Name: _____ Title: _____

Phone: _____ 24-hour Phone: _____

Duties:

FACILITY DATA COLLECTION

The general permit requires that the following information be gathered in order to determine and evaluate pollution sources:

- Site map
- Topographic map
- Description of significant material handling
- List of pollutants with potential to be present
- Size of airport and percentage of impervious areas
- Spill history
- Summary of existing sampling data

Topographic Map

Description of Significant Material Handling

Significant Materials Treated or Stored

Significant Materials Stored:

1) Jet-A and Avgas stored in underground and above ground tanks.

2) Used motor oil

Significant Materials Disposed:

1) Fuel from underground tank is used in aircraft. Underground and aboveground tanks are regulated by title 23 of the California Health and Safety Code, EPA underground Tank Regulations, and riverside County Ordinance No. 617

2) Fertilizer and pesticides are controlled by EPA, State, and county regulations.

Fertilizers and Pesticides are disposed of off airport property.

3) Used motor oil is recycled through a licensed contractor.

Significant Materials Spilled Or Leaked (in significant quantities to storm water after November 19, 1988):

1) To our knowledge, no materials of significant quantity have been leaked or spilled on airport property.

2) Fuel spill in 1995, overfilled fuel trucks. Topsoil removed by airport staff and disposed of by operator. County Haz - Mat called.

3) Site clean up completed in Feb. 1998

Airport Industrial Storm Water Treatment Facilities:

1) No facilities are now on the airport.

Materials Management Practices:

- 1) All hazardous material spills must be reported to the airport manager, County Health and County Fire to insure immediate and proper cleanup and disposal. Liquid absorbent material is stored on site.
- 2) Areas where materials are stored and or have the possibility to spill are inspected monthly, with spot inspections during daily airport inspections
- 3) Insure material handlers have proper licenses and or training for each product being used.

Equipment Management Practices:

- 1) All equipment inspected monthly.
- 2) Routine maintenance to repair leaks and preventive maintenance scheduled to prevent leaks.
- 3) Drip pans installed under areas where leaks may occur.

Vehicle Management Practices:

- 1) Scheduled preventative maintenance.
- 2) Cleaning vehicles with biodegradable solvents and soaps, in designated areas only.
- 3) Routine daily inspections of vehicles.

Material Loading, Unloading, and Access Areas:

- 1) Insure all personnel are trained and or have proper license.
- 2) Restrict material-handling areas to trained personnel only.
- 3) Inspect equipment monthly to insure it is in proper working order and notify the responsible party if not.

Existing Structural Controls (to reduce pollutants in storm water):

1) Monthly inspections of all aircraft tie downs, auto parking lots, streets and hangar areas.

2) Daily spot inspections done during routine airport safety inspections.

Existing Non-Structural Controls (to reduce pollutants in storm water):

1) Use of dirt roads restricted to airport employees for inspections and maintenance.

2) Monthly inspections of all drains, inlets, flood control berms for unauthorized water runoff.

Methods of On-Site Disposal of Significant Materials:

1) All hazardous materials are disposed of in State approved sites or recycled. No hazardous materials are disposed of on the airport.

Methods of On-Site Storage of Significant Materials:

1) Aviation fuels are stored in above ground and under ground tanks or in fuel trucks.

2) Motor vehicle oils are stored inside buildings.

3) All pesticides and fertilizers are stored in building or on covered concrete slabs.

Activities that Generate Significant Quantities of Dust or Particulates (unpaved access roads or emissions from industrial processes):

1) All main access roads and parking lots are paved. Some airport maintenance roads are dirt but rarely used.

2) There are no significant industrial processes on the airport.

3) Dirt roads are restricted to airport personnel only.

Pollutant Lists

The airport is required to list any pollutants that have a reasonable potential to be present in the storm water discharge in significant quantities. The definition of significant quantities varies depending on the material. In general, a significant quantity of material larger than that consumed within a normal day's operations or a quantity resulting in spills beyond the immediate clean-up capabilities of the individual charged with the use of the materials. For regulated substances, a significant quantity is a "reportable" quantity of those substances. An estimate of the annual quantities of these pollutants in the discharge is also required. List substances and quantities in the following table (Table 3-1) and retain a copy in the SWPPP documentation.

POLLUTANT LIST

TABLE 3-1

Date	Pollutant Present	Use	Quantity Estimate
10/1	Aviation Fuels	20,000 gal. annually	
10/1	Motor oils	300	
10/1	Anti Freeze	Ground vehicles	No significant
10/1	Engine oil	Aircraft and Ground vehicles	Spill history

Airport Size

Airport Size (acres or square feet): 2,363 Acres

Impervious Area (acres or Square Feet): 35.5 Acres

Percentage of Impervious Area (Impervious area/total area x 100): 1.5%

Significant Spills or Leaks:

Table 3-2 should be used to record the lists described above.

Summary of Sampling Data:

Record the sampling event(s) information on Table 3-3 and include only a one-page summary from the sampling data report package.

Airport Size

Airport Size (acres or square feet): 2,363 acres

Impervious Area (acres or Square Feet): 45. Acres Amendment-10-26- 50.75 acres

Percentage of Impervious Area (Impervious area/total area x 100): 2. % - 2.1%

Significant Spills or Leaks: Table 3-2 should be used to record the lists described above.

Summary of Sampling Data: Record the sampling event(s) information on Table 3-3 and include only a one-page summary from the sampling data report package.

SAMPLING EVENT RECORDS TABLE 3-3

Date Sampled	Outfall Sampled	Analysis Performed	Analysis Method	Sampling Team
Nov. 98	1			Tom Turner

STORM WATER MANAGEMENT CONTROLS

This section of the SWPP describes storm water management controls, which are appropriate for the identified potential pollutant sources at the facility

The regulations require the following descriptions and information to be included in the storm water management control portion of the SWPPP:

- Prevention Maintenance and Inspections
- Good Housekeeping
- Spill Prevention and Response
- Storm Water Management Practices
- Sediment and Erosion Prevention
- Employee training

Preventative Maintenance

The preventative maintenance program should include the following:

- Identification of the equipment and systems targeted for the PM program
- Periodic inspections of identified equipment and systems
- Appropriate adjustments, repair, or replacement of parts
- Record keeping documenting inspections and follow-up action

Documentation and retention of records is a critical element of a good preventative maintenance and inspection program. A tracking and follow-up procedure is recommended to ensure that an appropriate response to the inspection findings has been made. All inspection documentation and records must be maintained with the SWPPP for a period of 5 years, Table 4-1 should be used to record inspection and maintenance activities, and any corrective actions implemented.

Good Housekeeping

Written Protocol

The protocols should be developed to meet the site-specific requirements of the airport.

The protocols should cover:

- 1) Daily inspections of tie down areas to look for leaks and spills.
- 2) Notices sent to F.B.O.s and aircraft owners to correct any problems.
- 3) Vehicle and equipment washing to be done in designated areas only.
- 4) No hangars, equipment storage or maintenance facilities are allowed to be hosed out. All oil and fuel will be cleaned by using oil absorbent materials or biodegradable

solvents or soaps, then disposed of properly.

- 5) Drip pans and 100 pounds of absorbent material stored at each F.B.O. site near fuel storage and maintenance areas.
- 6) Drums and tanks containing used oil are to store in a covered area with retention.
- 7) The County and each co-Permittees will train all personnel on the proper handling of hazardous materials. List of agency's to notify if a spill occurs.
- 8) The designated airport representative will inspect the airport monthly to include co-Permittees areas to insure compliance with the S.W.P.P.P.
- 9) All unpaved roads restricted to necessary traffic.
- 10) All vehicle fueling to take place on paved areas to simplify clean up if a spill occurs. Also keeps cost down.

A protocol document should be included with the SWPPP document; Table 4-3 can be used for this purpose. Spill Prevention and Response

Table 4-4 will be used to record the spill control and countermeasures established by the airport. Please add any additional documentation relating to spill prevention countermeasures and control to this document.

See Protocols and Management Practices

Emergency Response Coordinator

The designated person will be named below. This information should be kept on file as part of the SWPPP documentation.

Designated Individual:	<u>Tom Turner</u>		
Title:	<u>Airport Manager</u>		
Phone:	<u>(909) 351-0700 x 358</u>	24-hour Phone:	<u>909-412-3049</u>
Alternate:	<u>Paul Hardin</u>		
Title:	<u>Airport Operation</u>		
Phone:	<u>(909) 358-5164 24-hour</u>	24 hour Phone:	<u>909-416-8958</u>

Storm Water Management Practices

- 1) Daily inspections of tie down areas to look for leaks.
- 2) Notices sent to lessees, aircraft and equipment owners to inform them of problems that need correcting.
- 3) Vehicle and equipment washing be done in designated areas. All loose oil needs to be wiped from all surfaces before washing.
- 4) No hangars, equipment storage, or maintenance facilities will be hosed out with water. All oil and fuel leaks will be cleaned up with liquid absorbent materials or biodegradable solvents and soap, then disposed of properly.
- 5) Drip pans of 100lbs. of liquid absorbent material stored at the airport near fueling facilities and maintenance areas.
- 6) Drums and tanks containing used oil, solvents, and coolants checked weekly for material levels. All full containers to be closed and secured to prevent overfilling.
- 7) The County and each Co-Permittee will train personnel in the proper handling, identification, and clean-up practices (List of agencies to notify when a spill does occur, etc.).
- 8) The designated airport representative to inspect the airport monthly to include Co-Permittees' leaseholds and notify responsible parties not in compliance with storm water plan.
- 9) All non-paved roads to be restricted to only necessary traffic.
- 10) All vehicle fueling is to take place on concrete or asphalt to simplify clean up if a spill does occur.
- 11) All hazardous material spills must be reported to airport management, County Health, and County Fire Dept. to insure immediate and proper clean-up and disposal. Liquid absorbent material is stored at the airport.
- 12) All equipment inspected monthly.
- 13) Routine maintenance to repair leaks and preventive⁴ scheduled maintenance to prevent leaks.
- 14) Drip pans installed under areas where leaks may occur.
- 15) Scheduled preventive maintenance.

- 16) Cleaning vehicles with only biodegradable solvents and soaps, in designated areas only.
- 17) Routine daily inspections on vehicles.
- 19) Insure all personnel are trained and /or have proper licensing.
- 20) Restrict material handling areas to trained personnel only.
- 21) Inspect equipment monthly to insure it is working properly and that the responsible party is noticed so that repair can be made on faulty equipment.
- 22) Require catch basins to be designed into all future construction projects where applicable.
- 23) Rip-rap all applicable outfalls, embankments and drain ditches.
- 24) Keep Cracks in parking lots and tie downs filled with crack fillers.

SEDIMENT CONTROL AND EROSION PREVENTION

- 1) Seed embankments where applicable to prevent erosion.
- 2) Monitor Sediment in basins and ditches; test annually and clean.

AMENDMENT SHEET

DATE	PURPOSE OF CHANGE	PAGES AMENDED	SIGNATURE
3-11-93	ADDED RUNWAY & TAXIWAY	7.B - 14	
10-26-98	ADDED TAXIWAY "F"	7.B - 14	
10-26-98	INCREASE SIZE, RETENTION BASIN TO 11 ½ ACERS.		

EMPLOYEE TRAINING SCHEDULE

TABLE 4 - 5

Workshop Topic	Dates	Personnel Attending

EMPLOYEE TRAINING

Training should be recorded on Table 4 - 5.

NON-STORM WATER DISCHARGES

The California General Permit requires non-storm water discharges to be eliminated prior to the implementation of the SWPPP on October 1, 1992. The airports must certify that there are no non-storm water discharges present in the storm water drainage system. All airports in the group must certify and monitor outfalls for dry weather discharges.

The certification page, for non-storm water certification, is provided in the "Non-Storm Water Discharge Screening and Detection Manual." This page should be signed and a copy inserted into the SWPPP documentation. All forms filled out while surveying and evaluating outfalls should also be inserted into this section of the SWPPP document. A record of methods used, dates, and time conducted should be listed on the form.

For methods of detection and screening for non-storm water discharges, the SWPPP Committee should refer to the above referenced document for complete guidance.

If certification is not feasible, due to the inability to eliminate the non-storm water discharge because of the need for significant structural changes, the airport must notify the Regional Board prior to the October 1, 1992 deadline. This notification should include a summary of why the extension in eliminating non-storm water discharges is required and a schedule indicating when non-storm water discharges will be eliminated. The schedule is subjected to modification by the regional board. This is also required if the airport has applied for an NPDES permit for a non-storm water discharge and has not yet received approval. If the airport is unable to eliminate the non-storm water discharge, then a schedule for elimination of the discharge must be submitted to the Regional Board for approval. In no case will the Board allow for the elimination of non-storm water discharges to take longer than 3 years from the date of the NOI submittal.

COMPLIANCE

Inspection

An annual inspection of the airport will be conducted by the Regional Board to verify elements of the SWPPP are accurate and have been implemented. The inspection may yield comments, which require a response to comments by the board and are required to be retained as part of the SWPPP. As listed under Section 311 of the Clean Water Act this SWPPP is considered a report that shall be available to the public.

Amendments to the SWPPP are required to include the signature and title of the person responsible for preparation of the SWPPP and the date.

AVIGATION EASEMENT

WHEREAS, HITS, Inc, a Delaware corporation, hereinafter called "Grantor", is the Lessee under that certain Lease dated _____, 2006 and naming the County of Riverside as Lessor (hereinafter the "Lease"); and

WHEREAS, pursuant to the Lease, Grantor owns a leasehold estate in certain unimproved property located at the Jacqueline Cochran Regional Airport, County of Riverside, State of California, more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (Grantor's leasehold estate in the property described on Exhibit "A" shall hereinafter be referred to as the "Servient Tenement"); and

WHEREAS, a condition of the Lease requires that the lessee grant to the County an avigation easement over the Servient Tenement in favor of the County for its operation of the Jacqueline Cochran Regional Airport.

NOW, THEREFORE, For valuable consideration, receipt of which is hereby acknowledged, Grantor, for itself, its heirs, administrators, executors, successors, lessees, sublessees and assigns, and for its licensees, invitees, and any other persons or entities taking authority under it, or under any of the above, present and future, hereby grants and conveys to the COUNTY OF RIVERSIDE, the owner/operator of the Jacqueline Cochran Regional Airport, (hereinafter being referred to as "Grantee"), for the use and benefit of Grantee itself, its heirs, administrators, executors, successors, lessees, sublessees and assigns, and for the use and benefit of its licensees, invitees, and any other persons or entities taking authority under it, or under any of the above, present and future, an Avigation Easement and Right-of-Way ("Avigation Easement") for the free and unobstructed passage of aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed

for navigation of or flight in the air, by whomsoever owned and operated) landing upon, taking off from, or maneuvering about Jacqueline Cochran Regional Airport, in and through that portion of the airspace above the surface of the Servient Tenement ("Easement Area"). The Avigation Easement granted herein shall be appurtenant to the property which is the site of the Jacqueline Cochran Regional Airport, which property is fully described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Dominant Tenement").

To have and to hold said Avigation Easement and all rights appertaining thereto unto Grantee, itself, its heirs, administrators, executors, successors, lessees, sublessees, assigns, licensees, invitees, and any other persons or entities taking authority under it, or under any of the above, present and future, until the earlier of the termination of the Lease, or the Dominant Tenement ceasing to be used for airport purposes, it being understood and agreed that these covenants and agreement shall run with the land.

The Easement Area shall consist of that portion of the airspace above the surface of the Servient Tenement, beginning at a height above said surface specified by the Federal Aviation Administration (FAA) upon submittal of a Form 7460-1 to the FAA, prior to the construction of each building, as specified in Federal Airport Regulation (FAR) Part 77 and extending upward to that elevation above the surface of the Servient Tenement that is necessarily and reasonably used by aviators landing on, taking off from or maneuvering above Grantee's airport, being the Dominant Tenement.

Grantor for itself, its heirs, administrators, executors, successors, lessees, sublessees and assigns, and for its licensees, invitees, and any other persons or entities taking authority under it, or under any of the above, present and future, agrees not to construct or permit the construction or growth of any structure, tree or other object that obstructs or interferes with the use and enjoyment of the rights herein granted, or other

object that obstructs or interferes with the use of the rights herein granted or that creates electrical interference with radio communication between any installation within said airport and aircraft, or which causes difficulty for pilots to distinguish between airport lights and other lights, or which impairs visibility in the vicinity of said Jacqueline Cochran Regional Airport, or which otherwise endangers the landing, take-off or maneuvering of aircraft, or to perform any other act which interferes with the use and enjoyment of the rights herein granted. Grantor, for itself, its heirs, administrators, executors, successors, lessees, sublessees and assigns, and for its licensees, invitees, and any other persons or entities taking authority under it, or under any of the above, present and future, agree that Grantor, its heirs, administrators, executors, successors, lessees, sublessees and assigns, and its licensees, invitees and any other persons or entities taking authority under it, or under any of the above, present and future shall have the obligation to mark and light as obstructions to air navigation any building, structure, tree or other object now upon or that may in the future be constructed upon the Servient Tenement in accordance with applicable governmental regulations.

The rights herein granted shall include the right to cause in the Easement Area such noise, sound or shock waves, vibrations, odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes and other results transmitted from the operation of aircraft of all types now known or hereafter designed and used for navigation or flight in the air, by reason of any use ancillary or incidental to the operation of the Dominant Tenement and by reason of any operational incidental effects thereof including such as may occur in and from take-off, landing and approach patterns into and from the Dominant Tenement.

Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby waive, remise and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due

to such noise, sound or shock waves, vibrations, odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes and other results in said airspace that may be caused or may have been caused by the operation of aircraft of all types now known or hereafter designed and used for navigation of or flight in the air, by reason of any use ancillary or incidental to the operation of the Dominant Tenement and by reason of any operational incidental effects thereof including such as may occur in and from take-off, landing and approach patterns into and from the Dominant Tenement. Said waiver and release shall include, but shall not be limited to claims, known or unknown, for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, nuisance or inverse condemnation or for injunctive or other extraordinary or equitable relief. Grantor, for itself, its heirs, administrators, executors, successors and assigns, agrees that Grantee shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations.

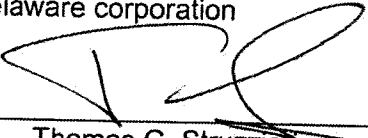
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Executed this 28th day of AUGUST, 2006 at SAN Geronimo,

California NEW YORK

GRANTOR:

HITS, Inc.
a Delaware corporation

By: 
Thomas G. Struzzi
Its: President
Date: 8/23/2006

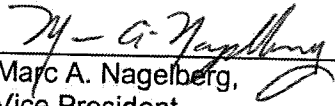
By: 
Marc A. Nagelberg,
Its: Vice President
Date: 8/23/2006

EXHIBIT "A"

(Legal Description of Leasehold Estate)

EXHIBIT "A"

PARCEL "B"

A PORTION OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 11 OF LOT LINE ADJUSTMENT NO. 3843 RECORDED JUNE 27, 1996 AS INSTRUMENT NO. 239254, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 89°48'47" EAST ALONG THE NORTH LINE OF SAID PARCEL 11, A DISTANCE OF 630.10 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00°01'27" EAST ALONG A LINE PARALLEL WITH AND DISTANT 660.00 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 660.00 FEET;

THENCE NORTH 89°58'33" WEST A DISTANCE OF 584.00 FEET TO A LINE PARALLEL WITH AND DISTANT 76.00 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID WEST LINE SAID SECTION 20;

THENCE NORTH 00°01'27" EAST ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 3874.43 FEET;

THENCE NORTH 44°55'15" EAST A DISTANCE OF 19.76 FEET TO A LINE PARALLEL WITH AND DISTANT 76.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20;

THENCE NORTH 89°49'03" EAST ALONG LAST SAID PARALLEL LINE A DISTANCE OF 1892.80 FEET;

THENCE SOUTH 00°10'57" EAST ALONG A LINE PERPENDICULAR WITH, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20 A DISTANCE OF 1835.09 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THAT CERTAIN 80.1 ACRE PARCEL OF LAND SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 32 OF RECORDS OF SURVEY AT PAGE 33, RECORDS OF SAID COUNTY;

THENCE NORTH 89°59'21" WEST ALONG LAST SAID LINE A DISTANCE OF 340.62 FEET;

THENCE SOUTH 00°11'13" WEST A DISTANCE OF 2722.90 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 11 OF SAID LOT LINE ADJUSTMENT;

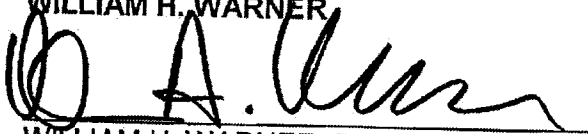
THENCE NORTH 89°48'47" WEST ALONG SAID NORTH LINE OF SAID PARCEL 11, A DISTANCE OF 981.00 FEET TO THE TRUE POINT OF BEGINNING.

(CONTAINS 169.46 ACRES)

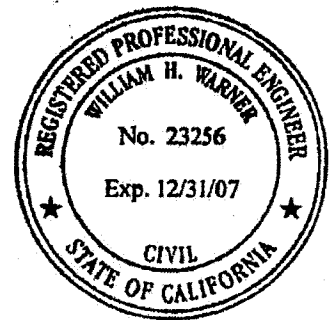
SEE EXHIBIT "B" ATTACHED

PREPARED UNDER THE SUPERVISION OF:

WILLIAM H. WARNER



WILLIAM H. WARNER, R.C.E. 23256

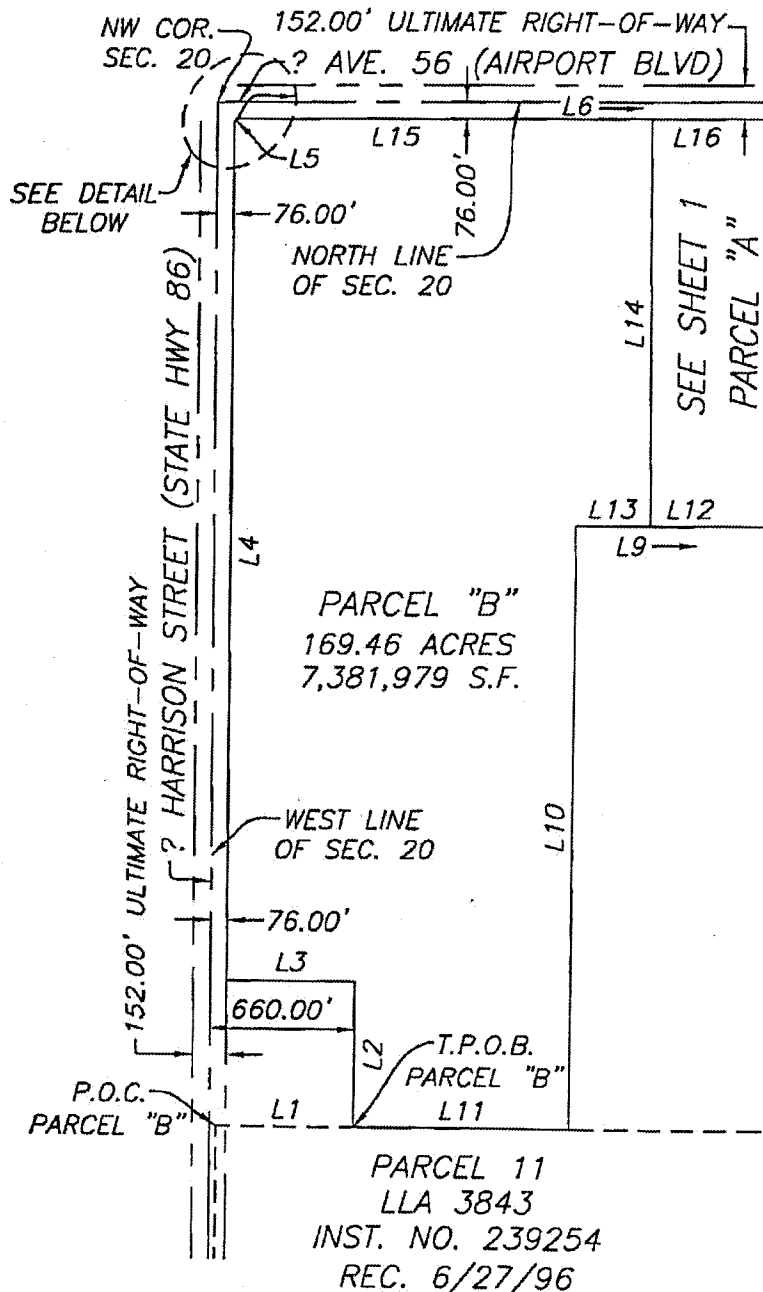


6/1/06
DATE

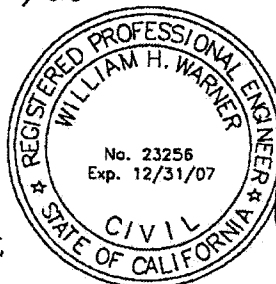
EXHIBIT "B"

SHEET 2 OF 2

POR. OF SEC. 20, T. 6 S., R. 8 E., S.B.M.



- PROPOSED BOUNDARY
- EXISTING CENTERLINE
- PROPOSED ULTIMATE RIGHT-OF-WAY
- LOT LINE PER LOT LINE ADJUSTMENT NO. 3843, RECORDED JUNE 27, 1996, AS INST. NO. 239254



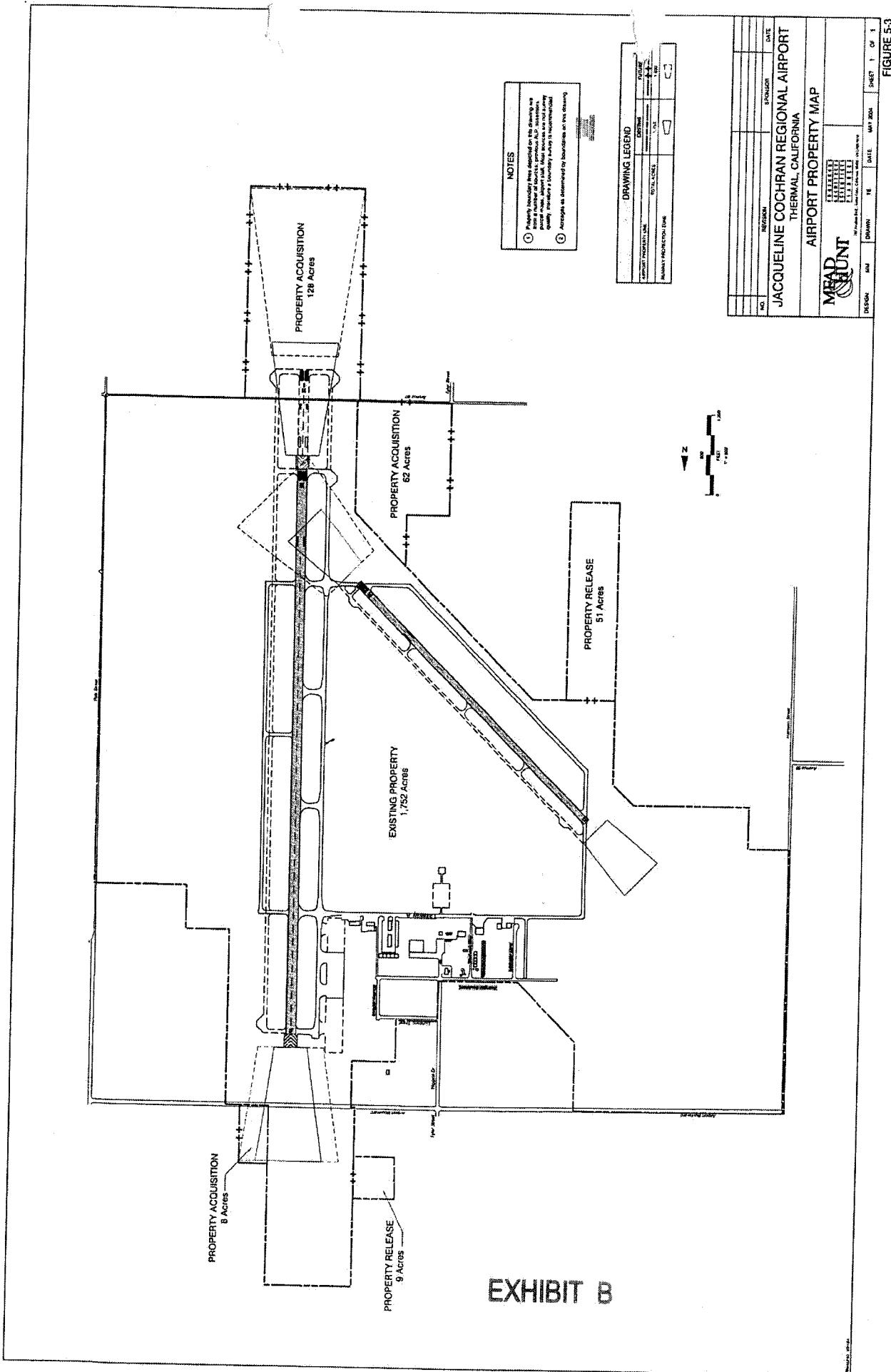
THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY SUPERVISION, BASED ON RECORD INFORMATION.

WILLIAM H. WARNER, R.C.E. 23256
LIC. EXP. 12/31/07

0602-015C

EXHIBIT "B"

(Airport Property Map)



NOTES

① Property boundaries shown depicted on this drawing are based on the latest available aerial photography and ground survey. Airport land, which is shown as a survey, is shown as a survey. A boundary survey is recommended.

② Acreage is determined by boundaries on this drawing.

DRAWING LEGEND

EXISTING PROPERTY LINE	1:12	1:12
PROPERTY ACQUISITION LINE	1:12	1:12
PROPERTY RELEASE LINE	1:12	1:12

NO.	REVISION	DATE
JACQUELINE COCHRAN REGIONAL AIRPORT THERMAL, CALIFORNIA		
AIRPORT PROPERTY MAP		
DESIGN	DATE	DATE
NO.	DATE	DATE
MEAD & MONTAGNA		
SHEET 1 OF 1		

FIGURE 5-3

STATE OF NEW YORK)

COUNTY OF ULSTER)ss.

On AUGUST 23, 2006, before me, JoAnne K. Parisian personally appeared Thomas G. Struzzieri and Marc A. Nagelberg personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature JoAnne K. Parisian

JoANNE K. PARISIAN
Notary Public, State of New York
No. 4741954
Qualified in Ulster County
Commission Expires June 30, 2007

**FIRST AMENDMENT TO GROUND LEASE
JACQUELINE COCHRAN REGIONAL AIRPORT**

The COUNTY OF RIVERSIDE, herein called County, and HITS, Inc., a Delaware corporation, herein called Lessee, enter into this First Amendment to Ground Lease (this "Amendment") under the following terms and conditions:

1. Recitals.

(a) County and Lessee are parties to a Ground Lease dated by Lessee on August 23, 2006, and dated by County on November 14, 2006, (the "Ground Lease"), covering approximately sixty (60) acres of land located at the Jacqueline Cochran Regional Airport described in Exhibit "A-1" and depicted on Exhibit "A-2" to the Ground Lease.

(b) County and Lessee desire to amend the Ground Lease on the terms and conditions hereinafter set forth.

2. Amendment.

Paragraph 40 of the Ground Lease is hereby amended to read in full as follows:

"Jacqueline Cochran Regional Airport was transferred to the County by the Federal Government and, as such, will require Federal Aviation Administration, hereinafter FAA, review of the use specified in Paragraph 4. County will obtain written authorization from the FAA for a land-use change for 229.46 acres, including the 60 acres described in Exhibits A-1 and A-2 attached hereto, from the requirement that the land be used for aeronautical purposes.

An authorization letter signed by the FAA on August 25, 2006, and accepted by County on the same date as this First Amendment, is attached hereto as Exhibit F and incorporated herein by this reference. The revenue producing purposes authorized by the FAA are described in Exhibit A to the Land-Use Change Authorization letter as an Equestrian Center."

 **COPY**

APR 10 2007 3.8

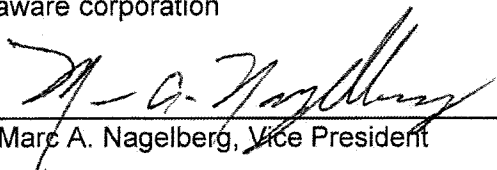
3. Ground Lease Otherwise Unchanged. Except as amended by this First Amendment to Ground Lease, the Ground Lease shall remain unmodified.

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

Date: February 26, 2007

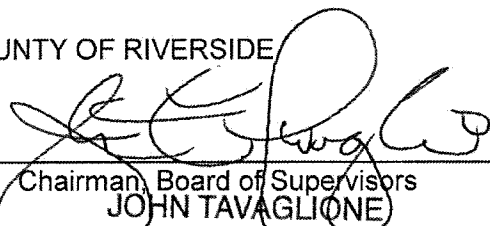
By: 
Thomas G. Struzzieri, President

HITS, INC.
a Delaware corporation


By: 
Marc A. Nagelberg, Vice President

Date: APR 10 2007

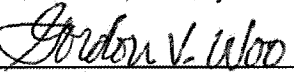
COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors
JOHN TAVAGLIONE

ATTEST:
NANCY ROMERO, Clerk of the Board

By: 
Deputy

FORM APPROVED:
JOE S. RANK, County Counsel

By:  4/2/07
Deputy



U.S Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

Federal Aviation Administration
P.O. Box 92007
Los Angeles, CA 90009-2007

AUG 25 2006

Robin Zimpfer
Assistant County Executive Officer/EDA
Economic Development Agency
County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

Dear Ms. Zimpfer:

**Jacqueline Cochran Regional Airport
Riverside County
Land-Use Change Authorization**

This letter is in response to Riverside County's request for a land-use change for a parcel of airport land at Jacqueline Cochran Regional Airport containing approximately 229.46 acres from the requirement that the land be used for aeronautical purposes.

This letter communicates the Federal Aviation Administration (FAA)'s authorization for a land-use change at Jacqueline Cochran Regional Airport for approximately 229.46 acres of land, described in the attached Land-Use Change Authorization, so the land may be used for revenue-producing purposes. Income produced from the fair market value rental or leasing of the land, which is not needed for aeronautical purposes, will benefit the airport and civil aviation by enhancing the airport's ability to be as self-sustaining as possible.

The FAA authorization does not represent a land release or the waiver of any other federal requirements. The land subject to the Land-Use Change Authorization remains part of the federally obligated airport. By accepting the land-use change, Riverside County agrees to abide its existing agreements with the FAA including the conditions and requirements stipulated in the Land-Use Change Authorization.

Follow-up Action


Enclosed are two FAA-approved Land-Use Change Authorizations, which have been signed by the FAA approving official. Please return one Land-Use Change Authorization after the two enclosed documents are executed, showing the original signature of the County official authorizing acceptance of the land-use change for the Riverside County.

EXHIBIT F

Please return the one fully executed Land-Use Change Authorization to:

Tony Garcia
FAA Airports Division
P.O. Box 92007
Los Angeles, CA 90009-2007

Sincerely,


Mark A. McClardy
Manager, Airports Division

cc: Harry Oliver



U.S Department
of Transportation

Federal Aviation
Administration

Western-Pacific Region
Airports Division

Federal Aviation Administration
P.O. Box 92007
Los Angeles, CA 90009-2007

**Land-Use Change Authorization
Jacqueline Cochran Regional Airport**

Riverside County, the owner and operator of the public Airport located in Thermal, Riverside County, California, requested a land-use change from the federal obligation for a portion of land at Jacqueline Cochran Regional Airport (Airport), Thermal, CA, that requires that it be used for aeronautical purposes.

This 2006 authorization made by the Federal Aviation Administration (FAA), pursuant to the provisions contained in Title 49 United States Code (USC) Section 47101 et seq and the criteria in FAA Order 5190.6A, Paragraph 4-18.d, hereby grants to Riverside County, a government body established under the laws of the State of California, an authorization to use airport property at Jacqueline Cochran Regional Airport for revenue-producing purposes from other than aviation uses. An airport purpose for this property is defined as revenue-producing land that may be used for non-aviation, commercial purposes and that is subject to fair market value rates and charges. Notwithstanding, this authorization does not prevent its use for aviation purposes or the restoration of the property to aeronautical uses.

The County is requesting authorization from the FAA for a land-use change for a portion of land as more particularly described in Exhibit A that is subject to the conditions and restrictions set forth in a Quitclaim Deed and Grant Agreements since the portion of land is not presently needed for aviation purposes.

The County will subsequently lease or rent the land that is subject to this land-use change for revenue-producing purposes. The fair market value income will be derived from leasing and renting, which will help make the airport as self-sustaining as possible. The proceeds from the leasing and renting property will be used exclusively for the improvement, development, and operations of the Airport and airport system, in accordance with the Riverside County certification dated and attached hereto as Exhibit B.

The FAA has determined that the portion of land herein described in Exhibit A is not presently needed for an aeronautical purpose and may be used to earn revenue from other uses. The FAA is authorized to approve a land-use change to permit airport land to serve a revenue-producing purpose on the condition that it produce income equal to its fair market value. Notwithstanding, the land-use change is not a release, as defined by the FAA, and does not relieve Riverside County

of any of the obligations it assumed under the Quitclaim Deed and Grant Agreements with the Federal government. The property affected by this authorization is airport land and this land-use change authorization does not alter its status as airport property.

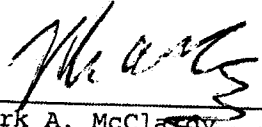
In consideration of the benefits to accrue to the Airport and to civil aviation, the FAA hereby authorizes a land-use change for the portion of land at Jacqueline Cochran Regional Airport, containing a total area of 229.46 acres, more or less, and more particularly described in Exhibit A, so it may be leased or rented for revenue-producing purposes and earn fair market value income. This authorization is granted without waiver of any other rights and interests reserved to the FAA at the Airport.

In addition, this land-use change authorization is subject to the following conditions and requirements:

1. Riverside County will include in all agreements for use of the land subject to this land-use change authorization the provisions contained in Exhibit C. The provisions should be incorporated into or appended to lease and rental agreements for the use of property subject to this land-use authorization.
2. Riverside County will retain sufficient rights and interests over future use of the land use to ensure that the property will only be used for purposes that are compatible with and do not interfere with airport and aircraft operations.
3. Riverside County will ensure that development on the land subject to this land-use change are evaluated in accordance with Title 14 Code of Federal Regulations Part 77 before a project is approved by the County. The County will require that FAA Form 7460-1, Notice of Proposed Construction or Alteration, be submitted and an FAA determination received before granting approval to proceed with construction of improvements or structures above ground level.
4. Riverside County will update the Airport Layout Plan to show the boundary of airport property subject to this land-use change as well as the location and nature of all existing and proposed improvements on the property.
5. The Runway Protection Zone is an integral part of the airport and in accordance with airport design needs has a clear and lasting airport purpose. Therefore, the RPZ remains part of the airport, serving a required airport purpose, and is not included in this land-use change authorization. The RPZ shall remain free of structures nor used for public gathering of people.

(Signatures follow)

The FAA has caused this Authorization to be executed on
the 25 day of AUGUST, 2006.

By: 
Mark A. McClary
Manager, Airports Division
Western-Pacific Region
Federal Aviation Administration

FORM APPROVED
COUNTY COUNSEL

APR 02 2007

By: 

Riverside County

Acceptance by Riverside County of the terms and conditions of the 2006
land-use change authorization affecting certain lands at Jacqueline
Cochran Regional Airport owned by Riverside County;

On behalf of Riverside County, the undersigned official hereby
acknowledges the acceptance of the terms and conditions of the
Authorization for the governing body of the Riverside County.

By: 
Signature

APR 10 2007
Date

Print Name JOHN TAVAGLIONE

Title CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
NANCY ROMERO, Clerk

By: 
DEPUTY

APR 10 2007 3.8

Exhibit A

Legal Description for Portion of Airport Land

The affected portion of land is approximately 229.46 acres.

The metes and bounds legal description and plot plan
follow on the next page

EXHIBIT "A"

PARCEL "A"

A PORTION OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN 80.1 ACRE PARCEL OF LAND SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 33 OF RECORDS OF SURVEY AT PAGE 32, RECORDS OF SAID COUNTY, AND A DISTANCE OF 76.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20;

THENCE SOUTH $00^{\circ}10'33''$ EAST ALONG SAID WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 951.97 FEET TO AN ANGLE POINT SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH $44^{\circ}57'52''$ EAST ALONG THE SOUTHWEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 1254.13 FEET TO THE SOUTH LINE OF SAID PARCEL OF LAND;

THENCE NORTH $89^{\circ}59'21''$ WEST ALONG THE WESTERLY PROLONGATION OF SAID SOUTH LINE, A DISTANCE OF 2092.75 FEET;

THENCE NORTH $00^{\circ}10'57''$ WEST ALONG A LINE PERPENDICULAR WITH, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20 A DISTANCE OF 1835.09 FEET TO THE INTERSECTION THEREOF WITH A LINE PARALLEL WITH AND DISTANT 76.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20;

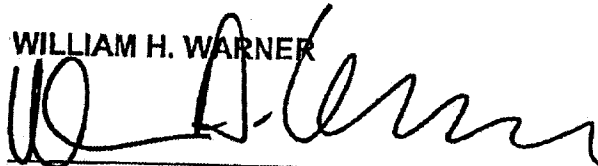
THENCE NORTH $89^{\circ}49'03''$ EAST ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 1209.43 TO THE POINT OF BEGINNING.

(CONTAINS 60.00 ACRES)

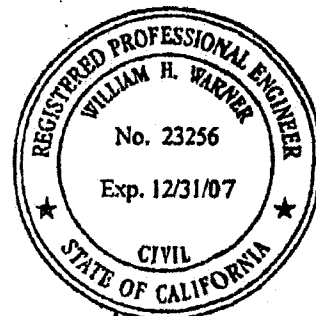
SEE EXHIBIT "B" ATTACHED

PREPARED UNDER THE SUPERVISION OF:

WILLIAM H. WARNER



WILLIAM H. WARNER, R.C.E. 23256



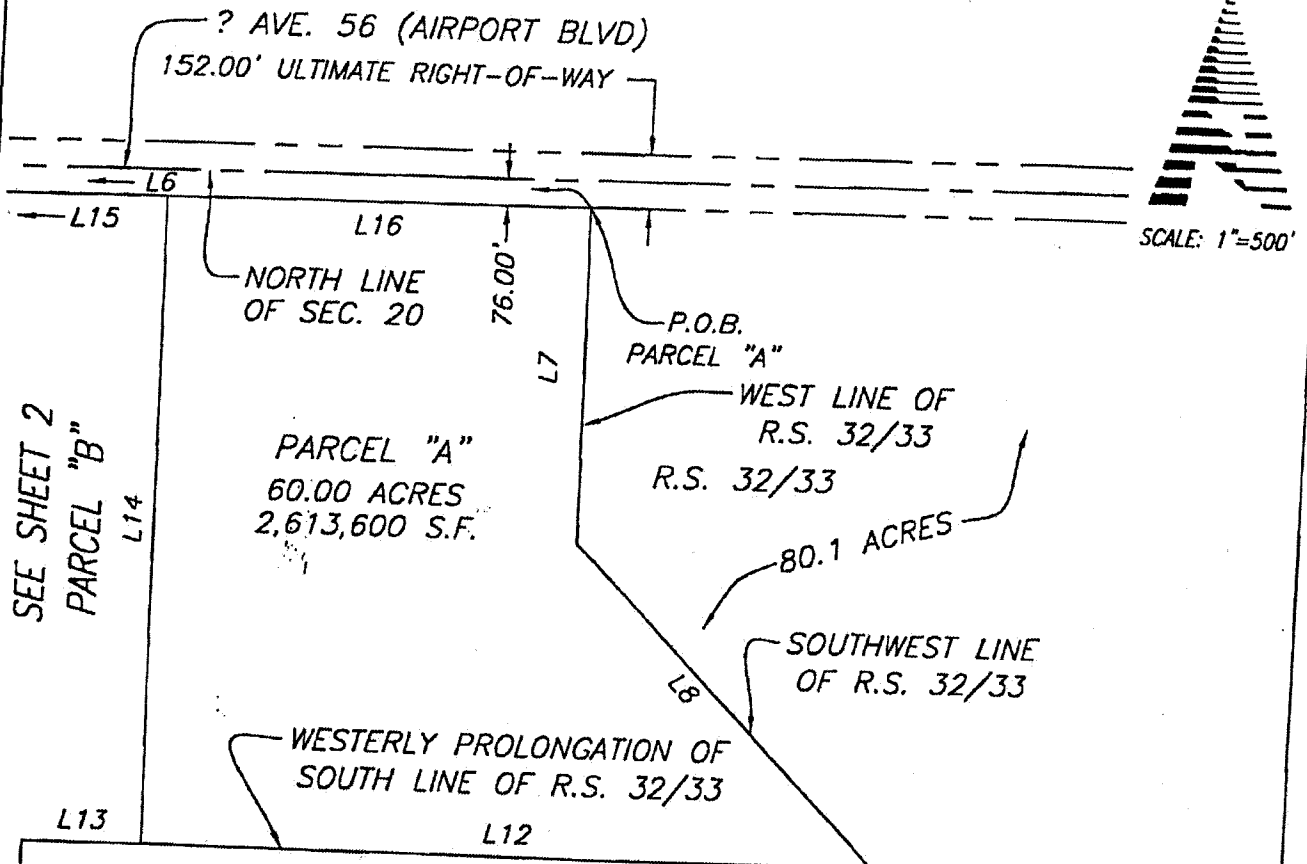
6/1/06
DATE

EXHIBIT A 1

EXHIBIT "B"

SHEET 1 OF 2

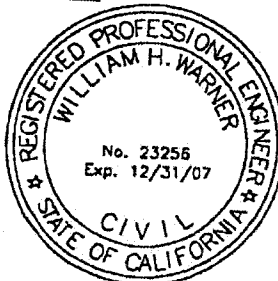
POR. OF SEC. 20, T. 6 S., R. 8 E., S.B.M.



LINE TABLE		
LINE	BEARING	LENGTH
L6	N89°49'03"E	3102.23'
L7	N00°10'33"W	951.97'
L8	N44°57'52"W	1254.13'
L9	N89°59'21"W	2433.37'
L12	N89°59'21"W	2092.75'
L13	N89°59'21"W	340.62'
L14	N00°10'57"W	1835.09'
L15	N89°49'03"E	1892.80'
L16	N89°49'03"E	1209.43'

SOUTH LINE OF R.S. 32/33

- PROPOSED BOUNDARY
 - - - - - EXISTING CENTERLINE
 - - - - - PROPOSED ULTIMATE RIGHT-OF-WAY
 - - - - - LOT LINE PER LOT LINE ADJUSTMENT NO. 3843, RECORDED JUNE 27, 1996, AS INST. NO. 239254



THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY SUPERVISION, BASED ON RECORD INFORMATION

WILLIAM H. WARNER, R.C.E. 23256
LIC. EXP. 12/31/07

0602-015C

EXHIBIT A 2

EXHIBIT "A"

PARCEL "B"

A PORTION OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 11 OF LOT LINE ADJUSTMENT NO. 3843 RECORDED JUNE 27, 1996 AS INSTRUMENT NO. 239254, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH $89^{\circ}48'47''$ EAST ALONG THE NORTH LINE OF SAID PARCEL 11, A DISTANCE OF 630.10 FEET TO THE TRUE POINT OF **BEGINNING**;

THENCE NORTH $00^{\circ}01'27''$ EAST ALONG A LINE PARALLEL WITH AND DISTANT 660.00 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 660.00 FEET;

THENCE NORTH $89^{\circ}58'33''$ WEST A DISTANCE OF 584.00 FEET TO A LINE PARALLEL WITH AND DISTANT 76.00 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID WEST LINE SAID SECTION 20;

THENCE NORTH $00^{\circ}01'27''$ EAST ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 3874.43 FEET;

THENCE NORTH $44^{\circ}55'15''$ EAST A DISTANCE OF 19.76 FEET TO A LINE PARALLEL WITH AND DISTANT 76.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20;

THENCE NORTH $89^{\circ}49'03''$ EAST ALONG LAST SAID PARALLEL LINE A DISTANCE OF 1892.80 FEET;

THENCE SOUTH $00^{\circ}10'57''$ EAST ALONG A LINE PERPENDICULAR WITH, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20 A DISTANCE OF 1835.09 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THAT CERTAIN 80.1 ACRE PARCEL OF LAND SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 32 OF RECORDS OF SURVEY AT PAGE 33, RECORDS OF SAID COUNTY;

Exhibit A

THENCE NORTH 89°59'21" WEST ALONG LAST SAID LINE A DISTANCE OF 340.62 FEET;

THENCE SOUTH 00°11'13" WEST A DISTANCE OF 2722.90 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 11 OF SAID LOT LINE ADJUSTMENT;

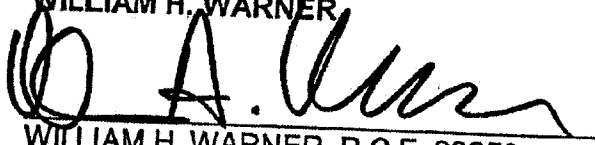
THENCE NORTH 89°48'47" WEST ALONG SAID NORTH LINE OF SAID PARCEL 11, A DISTANCE OF 981.00 FEET TO THE TRUE POINT OF BEGINNING.

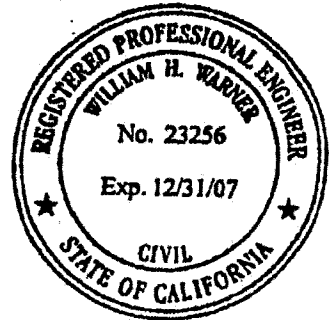
(CONTAINS 169.46 ACRES)

SEE EXHIBIT "B" ATTACHED

PREPARED UNDER THE SUPERVISION OF:

WILLIAM H. WARNER


WILLIAM H. WARNER, R.C.E. 23256




DATE



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°48'47"W	630.10'
L2	N00°01'27"E	660.00'
L3	N89°58'33"W	584.00'
L4	N00°01'27"E	3874.43'
L5	N44°55'15"E	19.76'
L6	N89°49'03"E	3102.23'
L9	N89°59'21"W	2433.37'
L10	N00°11'13"E	2722.90'
L11	N89°48'47"W	981.00'
L12	N89°59'21"W	2092.75'
L13	N89°59'21"W	340.62'
L14	N00°10'57"W	1835.09'
L15	N89°49'03"E	1892.80'
L16	N89°49'03"E	1209.43'

NW COR.
SEC. 20

152.00' ULTIMATE RIGHT-OF-WAY
? AVE. 56 (AIRPORT BLVD)

L5 L15 L6 L16

SEE DETAIL BELOW

76.00'

NORTH LINE OF SEC. 20

76.00'

L14

SEE SHEET 1
PARCEL "A"

L13 L12

L9 →

PARCEL "B"
169.46 ACRES
7,381,979 S.F.

L4

? HARRISON STREET (STATE HWY 86)

WEST LINE OF SEC. 20

76.00'

L3

660.00'

L2

T.P.O.B.
PARCEL "B"
L11

L10

P.O.C.
PARCEL "B"

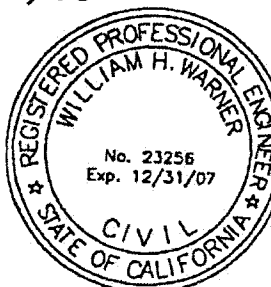
L1

PARCEL 11
LLA 3843
INST. NO. 239254
REC. 6/27/96

NW COR.
SEC. 20

DETAIL
N.T.S.

_____ PROPOSED BOUNDARY
 _____ EXISTING CENTERLINE
 _____ PROPOSED ULTIMATE
 RIGHT-OF-WAY
 - - - - - LOT LINE PER LOT LINE
 ADJUSTMENT NO. 3843,
 RECORDED JUNE 27, 1996,
 AS INST. NO. 239254



THIS DOCUMENT WAS PREPARED BY ME
OR UNDER MY SUPERVISION, BASED ON
RECORD INFORMATION.

WILLIAM H. WARNER, R.C.E. 23256
LIC. EXP. 12/31/07

0602-015C

EXHIBIT A2

UNDEVELOPED

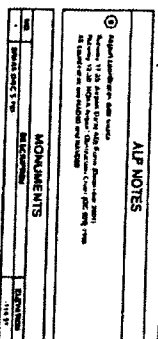
[illegible]

EXHIBIT A

BOUNDARIES NOT TO SCALE

FIGURE 5

Exhibit B

Riverside County Certification
Dated June 30, 2006

Riverside County certification accepting the land-use change authorization from the Federal Aviation Administration for approximately 229.46 acres of land at Jacqueline Cochran Regional Airport and declaring that all proceeds received by the County and the Airport from the leasing and renting shall be used and applied to the Airport for its improvement, development, operation, and maintenance and used exclusively for airport purposes.

The certification follows on the next page

RIVERSIDE
COUNTY



June 30, 2006

Exhibit B

Economic &
Community
Development



Housing



Housing
Authority



Redevelopment
Agency



County Service
Areas



Workforce
Development



Edward-Dean
Museum
& Gardens



Aviation



County Fair &
National Date
Festival

Mr. Anthony Garcia
Airports Compliance Specialist # AWP-620.1
U.S. Department of Transportation
Federal Aviation Administration
Western Pacific Region, Airports Division
P.O. Box 92007
Los Angeles, CA 90009-2007

RE: Certification of Use of Lease Revenues
Equestrian Center Ground Leases
Jacqueline Cochran Regional Airport
Thermal, California

Dear Mr. Garcia:

The County of Riverside has negotiated two ground leases at Jacqueline Cochran Regional Airport for the purpose of establishing an Equestrian Center. One is for sixty (60) acres with HITS, Inc., and the other is for 169.42 acres with Desert Resorts Aviation, LLC. These leases will be sent to you by separate cover with a request that you find the permitted use contained in the leases consistent with the County of Riversides Grant Assurances to the Federal Aviation Administration and the United States of America.

The purpose of this letter is to certify that all revenues received from these leases by the County of Riverside will be deposited into a separate Airports operating account and be expended for the capital or operating costs of the County's airports in accordance with applicable Federal law and FAA policy.

Sincerely,
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

Daryl Shippy
Airports Manager
Aviation Division

(760) 863-8247
dshippy@co.riverside.ca.us

cc: Robin Zimpfer
Deanna Lorson
Colby Cataldi

Exhibit C

Lease and Use Agreement Provisions

The instrument used by Riverside County to lease or rent real property described in the land-use change authorization shall include the following covenants, conditions, restrictions and reservations.

Lease And Use Agreement provisions follow on the next page

Exhibit C

Lease and Use Agreement Guide

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

The (contractor, tenant, concessionaire, lessee) assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the (tenant, concessionaire, lessee) or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

(The airport sponsor shall insert the third paragraph above in all airport contracts, leases, subcontracts, subleases and other agreements at all tiers, AC 150/5100-15A.)

(Additional information regarding civil rights and Disadvantaged Business Enterprise obligations can be obtained from the FAA Civil Rights Office.)

2. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the (lessee, licensee, permittee, etc.) and without interference or hindrance.
3. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee, etc.) in this regard.
4. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of (lessee's, licensee, permittee's) rights hereunder.
5. There is reserved to the airport owner/sponsor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the (leased, licensed, permitted) premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.
6. The (lessee, licensee, permittee) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises.
7. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the (lessee, licensee, permittee).

8. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assigns that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).

9. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4). This requirement only applies to aeronautical commercial activities and does not need to be included in agreements with non-aeronautical lessees or tenants.

10. This (lease, license, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during a time of war or national emergency.

11. The (lessee, licensee, permittee) will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (In accordance with Grant Assurance #22.b, this provision must be included in any agreement, contract, lease, license, permit to engage in any aeronautical activity at the airport.)

12. The (lessee, licensee, permittee) will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

CLERK'S COPY

to: Riverside County Clerk of the Board, Stop 1910
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

ESTOPPEL CERTIFICATE
(Sublease Parcel)

Each of the undersigned, COUNTY OF RIVERSIDE (the “**Master Lessor**”) and DESERT RESORTS AVIATION, LLC (the “**Master Lessee**”), hereby certifies as follows for the benefit of CHP LAND COMPANY LLC (together with its successors and assigns, the “**Purchaser**”) and CHP FUNDING 1 LLC (together with its successors and assigns, the “**Agent**”), as agent for itself and certain other co-lenders (together with its successors and assigns, “**Lenders**”) as follows:

1. Master Lessor is the lessor and Master Lessee is the lessee under that certain Ground Lease dated by the Master Lessee as of September 15, 2006 and dated by the Master Lessor on November 14, 2006. The foregoing lease has been modified by the First Amendment to Ground Lease between Master Lessor and Master Lessee dated January 9, 2007 and by the Second Amendment to Ground Lease dated April 10, 2007. A memorandum of the Master Lease dated July 3, 2007 was recorded in the county records on August 23, 2007 as Document No. 2007-0543291, as amended by that certain Amended and Restated Memorandum of Lease recorded in the county records on July 16, 2019 as Document No. 2019-0262524. Such lease, amendments and memorandum are collectively referred to herein as the “**Master Lease**.” The Master Lease covers and affects that certain property in Riverside County, California, more particularly described in Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein by this reference (the “**Property**”). A true, correct and complete copy of the Master Lease is attached hereto as Exhibit “C”.

2. The Master Lease is the only instrument and agreement in effect between Master Lessor and Master Lessee respecting the Property, the Master Lease containing the entire agreement of the parties in that respect and there are no amendments, modification, or supplements thereto, except those referred to in Paragraph 1 hereof and the consent to sublease and amendment thereto referred to in Paragraphs 3 and 4 hereof.

3. Master Lessor consented to that certain Sublease between Master Lessee and HITS, Inc. (“**Original Sublessee**”; and together with its successors and assigns, “**Sublessee**”) dated by Original Sublessee on December 8, 2006, dated by Master Lessee on December 12, 2006 and consented to by Master Lessor on January 9, 2007, that covers and affects the entire Property. The foregoing sublease has been modified by the First Amendment to Sublease between Original Sublessee and Master Lessee, and with the consent of Master Lessor, dated April 10, 2007. A memorandum of the Sublease dated July 3, 2007 was recorded in the county records on August 23, 2007 as Document No. 2007-0543292 0519161. Such sublease, amendment and memorandum are collectively referred to herein as the “**Sublease**.” A true, correct and complete copy of the Sublease is attached hereto as Exhibit “D”. The Sublease is subject to the Master Lease.

4. Master Lessor is now the lessor and Master Lessee is now the lessee under the Master Lease, and such Master Lease is in full force and effect. Master Lessor has not encumbered the Property with a deed of trust, mortgage or security agreement. Except for the U.S. Federal Aviation Administration (FAA), no third party has any option or preferential right to purchase all or any part of the Property.

AUG 06 2019 3.11

5. Neither Master Lessor nor Master Lessee has sent any notice of default under said Master Lease to the other party, nor has Master Lessor or Master Lessee received from the other party any notice that it is in default under said Master Lease, and neither Master Lessor or Master Lessee has present actual knowledge of any facts which would give rise to a breach or default by either party under said Master Lease.

6. The Master Lease is for an initial term beginning December 1, 2006 and ending November 30, 2021. Pursuant to Section 3 of the Lease, provided that Master Lessee is not in default under the Lease, Master Lessee has the right to extend the term of the Master Lease by a period of 15 years and again by a subsequent period of 10 years.

7. For purposes of Section 4 of the Master Lease, each of Master Lessor and Master Lessee hereby consents to the use of the Property for, and any licenses or rental agreements in connection with, (i) stables, horse shows, equestrian events, and all uses ancillary thereto including RV camping and food and beverage and merchandise sales, and (ii) parking, which are consistent with the permitted uses under the Master Lease. Any future uses of the Property, including, but not limited to the Neon Carnival or any music festival shall require prior written approval of Master Lessor in its sole discretion.

8. Each of Master Lessor and Master Lessee hereby certifies to Purchaser, Agent and Lenders that it has no actual knowledge of any violation of any law, ordinance, or governmental rule or regulation on or relating to the premises covered by the Master Lease and has not received any notification from any federal, state, or municipal authority having jurisdiction over the premises alleging that any such violation exists, or any pending or threatened condemnation of all or any portion of the Property.

9. Master Lessee hereby further certifies to Purchaser, Agent and Lenders:

(i) Master Lessee is now the lessor and Sublessee is now the lessee under the Sublease, and such Sublease is in full force and effect.

(ii) Master Lessee has not sent any notice of default under the Sublease to Sublessee, nor has Master Lessee received from Sublessee any notice that it is in default under said Sublease and Master Lessee has no present actual knowledge of any facts which would give rise to a breach or default by either party under said Sublease.

(iii) The Sublease is for an initial term beginning December 1, 2006 and ending November 30, 2021. Sublessee has the right to extend the term of the Sublease by a period of 15 years and again by a subsequent period of 10 years, and a right of first refusal more specifically set forth in Section 30 of the Master Lease and incorporated by reference to the Sublease by Section 5(b) thereof, but in no event shall any term under the Sublease exceed the term of the Master Lease.

(iv) The total annual rent due and payable to Master Lessee under the Sublease is \$370,704.00, which rent is payable quarterly in advance and in equal installments of \$92,676.00. The last monthly installment of rent paid by Sublessee to Master Lessee was \$ 92,676.00 and was paid to Master Lessee on July 1, 2019.

(v) Master Lessee has not encumbered the Master Lease with a deed of trust, mortgage or security instrument.

10. Each of Master Lessor and Master Lessee has been advised that Original Sublessee intends to sell all of its right, title and interests in the Sublease to Purchaser (each of Master Lessor and Master Lessee has consented to such assignment by separate instrument) and Purchaser intends to obtain a loan from Agent in connection therewith, which loan shall be secured by a leasehold mortgage in favor of Agent (for the benefit of Lenders) encumbering the leasehold estate created by the Sublease and improvements and fixtures thereon (as the same may be amended from time to time, the "**Leasehold Deed of Trust**") among other things. Master Lessor has not reviewed the Leasehold Deed of Trust. In connection with such acquisition and financing, each of Master Lessor and Master Lessee hereby consents to the recording of the Leasehold Deed of Trust, and Master Lessee affirms and agrees as follows, notwithstanding anything to the contrary in the Sublease:

(i) The Leasehold Deed of Trust is a "Sublessee Encumbrance" (as defined in the Sublease) and Agent shall be entitled to all rights, privileges, notices and protections accorded to the holder of a Sublessee Encumbrance under the Sublease (including, without limitation, as set forth in Section 6 thereof) and an "Encumbrancer" under the Master Lease (including, without limitation, as set forth in Section 23 thereof). Master Lessee's consent shall not be required in connection with a foreclosure (or deed in lieu thereof) of the Leasehold Deed of Trust, and in such event Master Lessee shall recognize Agent (or its designee or any purchaser at a foreclosure or trustees sale) as the sublessee under the Sublease and hereunder;

(ii) In the event of a casualty or condemnation with respect to the Property, any insurance proceed or condemnation award granted to Master Lessee, as applicable, shall be deposited with Agent and applied, at Agent's discretion, to restoration of the Property and/or to any improvements located thereupon or repayment of the indebtedness secured by the Leasehold Deed of Trust;

(iii) The cure period described in Section 23(b)(2) of the Master Lease, as incorporated by the Sublease, shall be extended by such time as is reasonably necessary for Agent or its designee to obtain possession of the Sublease, provided Agent is diligently pursuing the same, but in no event shall such Agent cure period exceed seven (7) months from the date the original notice of termination or notice of default was delivered by Master Lessor to Master Lessee; and

(iv) In the event of termination of the Sublease for any reason (including, without limitation, by reason of the disaffirmance or rejection thereof in connection with a bankruptcy of the tenant thereunder), Master Lessee shall enter into a new sublease with Agent for the remainder of the term of the Sublease (including all extension and renewal options and other rights), effective as of the date of such termination, at the rent, and upon the terms, provisions, covenants and agreements contained in the Sublease (as modified by this estoppel certificate), provided that Agent shall make written request upon the Master Lessee for such new lease within thirty (30) days after receipt of notice of termination from Master Lessee. Under any such new lease, or upon a foreclosure of the Leasehold Deed of

Trust, Agent shall not be obligated to cure any defaults of Sublessee that are not capable of being cured by Agent;

11. Upon written request from Sublessee or Agent, each of Master Lessor and Master Lessee will provide an estoppel certificate with respect to the Master Lease and/or the Sublease within 30 days of such written request.

12. Master Lessee hereby agrees, within fifteen (15) days after it acquires knowledge of the occurrence of any default or breach under the Master Lease or Sublease as applicable (or of any event which, with notice or lapse of time, or both would constitute a default or breach) and in any event, simultaneously with its sending to Master Lessee or Sublessee, as applicable, any notice of default or breach under the Master Lease or Sublease, to serve written notice thereof by nationally-recognized overnight courier or certified or registered mail to: CHP FUNDING 1 LLC, c/o OZ Real Estate, 9 West 57th Street, 40th Floor, New York, New York 10019, Attention: Cory Perlstein, Email: Cory.Pperlstein@ozm.com; with a copy to CHP FUNDING 1 LLC, c/o OZ Real Estate, 9 West 57th Street, 40th Floor, New York, New York 10019, Attention: Real Estate Asset Management, Email: ozreassetmgmt@ozm.com, or to any successor to Agent whose address has been furnished by like notice. As to Master Lessee only, no such notice shall be effective unless and until a copy thereof is delivered to Agent.

13. Until such time as HITS, Inc., is relieved from its obligation under the Master Lease, master Lessor hereby agrees, simultaneously with its sending to Master Lessee any notice of default or breach under the Master Lease, to serve written notice thereof by nationally-recognized overnight courier or certified or registered mail to: HITS, Inc., c/o 319 Main Street, Saugerties, NY 12477, Attention Thomas G. Struzzieri; provided, however failure of Master Lessor to send such notice of default to the above mentioned parties shall not toll or extend any cure periods, affect the validity of such notice or any obligation of Master Lessee to Master Lessor, or otherwise prevent the exercise of Master Lessor's remedies under the Master Lease and hereunder.

14. If, by reason of any event of default by the Master Lessee, either the Master Lease or any renewal thereof shall be terminated at the election of the Master Lessor prior to the stated expiration of such term or right, or if the Master Lease has terminated because Master Lessee has failed to exercise any extension option after Sublessee has exercised the associated extension option under the Sublease, or if the Master Lease has been terminated for any other reason (including, without limitation, by reason of the disaffirmance or rejection thereof in connection with a bankruptcy of the tenant thereunder), then Master Lessor will notify Sublessee and Agent of such termination (a "**Termination Notice**"), and upon the written request of Agent, the Master Lessor will seek written consent from its Board of Supervisors to enter into a new lease of the Property with Sublessee or Agent (or its designee) for the remainder of the term effective as of the date of such termination, on terms recommended by Master Lessor which may include, but are not limited to, the rent set forth in Sublease and upon the other terms, provisions, covenants and agreements as are contained in the Sublease (or contained in the Master Lease and incorporated by reference into the Sublease, and as modified by this estoppel certificate) (including, without limitation, the use provisions set forth in Section 4 of the Master Lease, and all rights, options, or privileges to extend or renew the term and or right of first offer), provided Agent shall make written request upon the Master Lessor for such new lease within thirty (30) days after receipt by Agent

of such Termination Notice. Provided a new lease is approved by Master Lessor's Board of Supervisors, if Sublessee is the tenant thereunder, Master Lessor's consent shall not be required in connection with any encumbrance on such new lease in favor of Agent (or its designee), and Agent or its designee will have the rights of an Encumbrancer under such new lease.

15. Master Lessor and Master Lessee each understands and acknowledges that Purchaser, Agent and Lenders are relying upon the certifications contained herein in purchasing such property and making a loan on such property, as applicable. This Estoppel Certificate is binding upon Master Lessor (on the terms set forth herein) and Master Lessee and shall inure to the benefit of Purchaser, Agent, Lenders and their present and future direct or indirect partners, members and shareholders, and their respective successors and assigns.

16. This Estoppel Certificate may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Estoppel Certificate as of the
7 day of August, 2019.

MASTER LESSEE

DESERT RESORTS AVIATION, LLC
a California limited liability company

By: Matthew R. Johnson

Name: Matthew R. Johnson

Title: Managing Member

MASTER LESSOR

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

By: Robert Field

Robert Field,

Assistant County Executive Officer/ECD

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: Shaila R. Brown

Shaila R. Brown,

Deputy County Counsel

EXHIBIT "A"

PARCEL "B"

A PORTION OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 11 OF LOT LINE ADJUSTMENT NO. 3843 RECORDED JUNE 27, 1996 AS INSTRUMENT NO. 239254, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH $89^{\circ}48'47''$ EAST ALONG THE NORTH LINE OF SAID PARCEL 11, A DISTANCE OF 630.10 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH $00^{\circ}01'27''$ EAST ALONG A LINE PARALLEL WITH AND DISTANT 660.00 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 660.00 FEET;

THENCE NORTH $89^{\circ}58'33''$ WEST A DISTANCE OF 584.00 FEET TO A LINE PARALLEL WITH AND DISTANT 76.00 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID WEST LINE SAID SECTION 20;

THENCE NORTH $00^{\circ}01'27''$ EAST ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 3874.43 FEET;

THENCE NORTH $44^{\circ}55'15''$ EAST A DISTANCE OF 19.76 FEET TO A LINE PARALLEL WITH AND DISTANT 76.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20;

THENCE NORTH $89^{\circ}49'03''$ EAST ALONG LAST SAID PARALLEL LINE A DISTANCE OF 1892.80 FEET;

THENCE SOUTH $00^{\circ}10'57''$ EAST ALONG A LINE PERPENDICULAR WITH, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID SECTION 20 A DISTANCE OF 1835.09 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THAT CERTAIN 80.1 ACRE PARCEL OF LAND SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 32 OF RECORDS OF SURVEY AT PAGE 33, RECORDS OF SAID COUNTY;

THENCE NORTH 89°59'21" WEST ALONG LAST SAID LINE A DISTANCE OF 340.62 FEET;

THENCE SOUTH 00°11'13" WEST A DISTANCE OF 2722.90 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 11 OF SAID LOT LINE ADJUSTMENT;

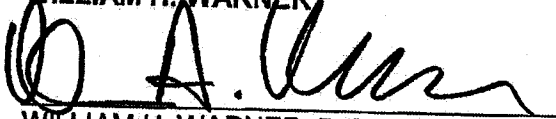
THENCE NORTH 89°48'47" WEST ALONG SAID NORTH LINE OF SAID PARCEL 11, A DISTANCE OF 981.00 FEET TO THE TRUE POINT OF BEGINNING.

(CONTAINS 169.46 ACRES)

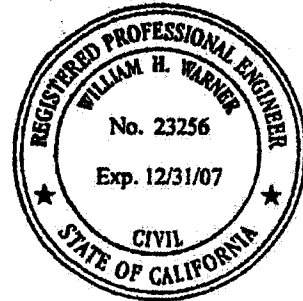
SEE EXHIBIT "B" ATTACHED

PREPARED UNDER THE SUPERVISION OF:

WILLIAM H. WARNER



WILLIAM H. WARNER, R.C.E. 23256

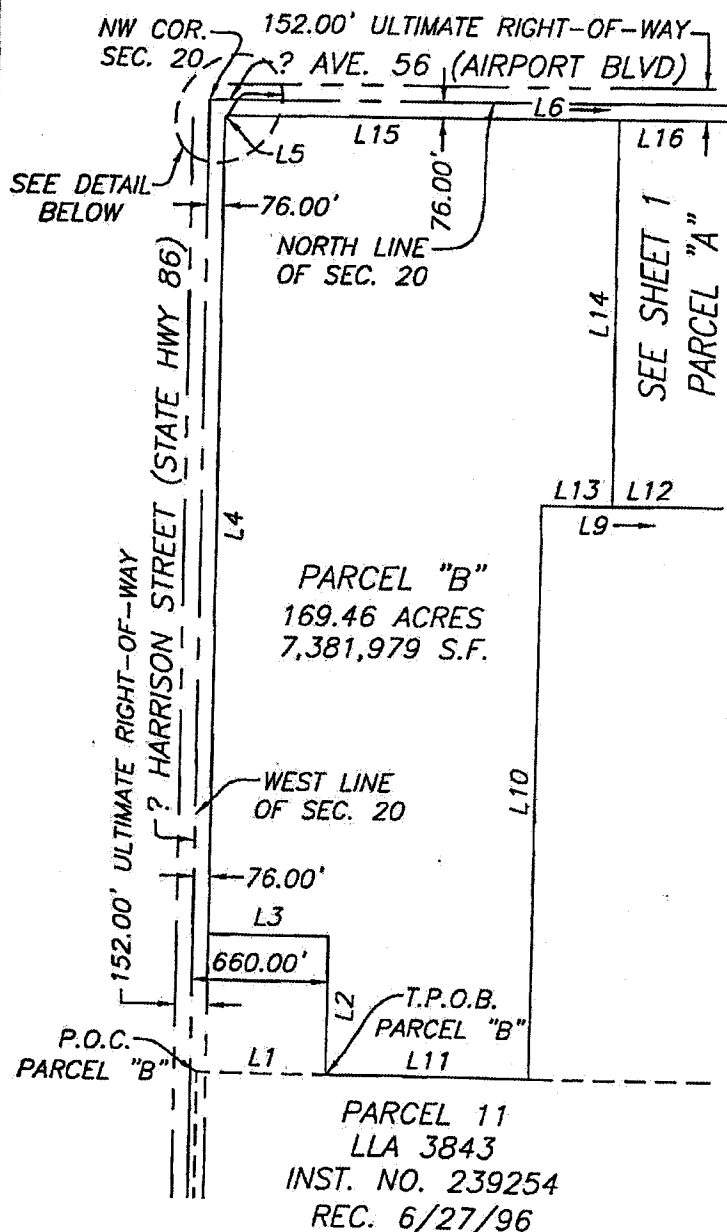


6/1/06
DATE

EXHIBIT "B"

SHEET 2 OF 2

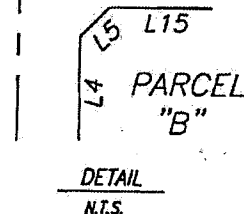
POR. OF SEC. 20, T. 6 S., R. 8 E., S.B.M.



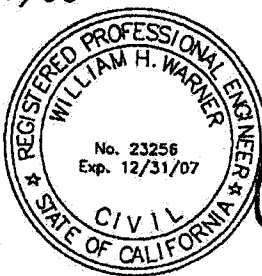
SCALE: 1"=800'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°48'47"W	630.10'
L2	N00°01'27"E	660.00'
L3	N89°58'33"W	584.00'
L4	N00°01'27"E	3874.43'
L5	N44°55'15"E	19.76'
L6	N89°49'03"E	3102.23'
L9	N89°59'21"W	2433.37'
L10	N00°11'13"E	2722.90'
L11	N89°48'47"W	981.00'
L12	N89°59'21"W	2092.75'
L13	N89°59'21"W	340.62'
L14	N00°10'57"W	1835.09'
L15	N89°49'03"E	1892.80'
L16	N89°49'03"E	1209.43'

NW COR. SEC. 20



- PROPOSED BOUNDARY
- EXISTING CENTERLINE
- PROPOSED ULTIMATE RIGHT-OF-WAY
- LOT LINE PER LOT LINE ADJUSTMENT NO. 3843, RECORDED JUNE 27, 1996, AS INST. NO. 239254



THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY SUPERVISION, BASED ON RECORD INFORMATION.

William H. Warner 6/1/06

WILLIAM H. WARNER, R.C.E. 23256
LIC. EXP. 12/31/07

0602-015C

EXHIBIT "B"

PROPERTY SITE MAP

(behind this page)

69.46 Acre Leasehold Site

Tyler St

Airport Rd

Highway 101

Airport Service Rd

Sandy Komer

Beverly

Cotton

Jacqueline Cochran Regional Airport

**169.46 Acre
Leasehold
Site**

EXHIBIT "C"

MASTER LEASE

(Including all amendments)

(behind this page)

GROUND LEASE
JACQUELINE COCHRAN REGIONAL AIRPORT

The COUNTY OF RIVERSIDE, herein called County, leases to **DESERT RESORTS AVIATION, LLC**, a California limited liability company, herein called Lessee, the property described below under the following terms and conditions:

1. Recitals.

(a) County owns approximately one hundred sixty-nine and 46/100 (169.46) acres of vacant land at the Jacqueline Cochran Regional Airport, County of Riverside, State of California.

(b) County desires to lease said property to Lessee for the development of an equestrian center and related facilities for horse shows and other equestrian events.

(c) Lessee desires to lease said property for the development of an equestrian center and related facilities for horse shows and other equestrian events.

(d) This lease is contingent upon: (1) cancellation of the 60-acre Lease between the County and Desert Resorts Aviation dated September 13, 2005; (2) cancellation of the 440-acre Lease between County and Desert Resorts Aviation dated November 1, 2005; (3) County and HITS, Inc., entering into a Lease for 60 acres of land adjacent to this leasehold; and (4) Desert Resorts Aviation, LLC, and HITS, Inc., entering into a Sublease for the 169.46 acres of land.

2. Description. The premises leased hereby are located within the Jacqueline Cochran Regional Airport, County of Riverside, State of California, and consist of approximately one hundred sixty-nine 46/100 (169.46) acres of vacant land, being described in Exhibit "A-1" and depicted on Exhibit "A-2", both attached hereto and incorporated by this reference herein. Said property is hereafter referred to as the "Leased Premises." County and Lessee hereby acknowledge and agree that: (a) Lessee has no fee title interest in or to the underlying real property subject to this Lease

(the Leased Premises); and (b) the Leased Premises are subject to an Avigation Easement between County and Lessee, attached hereto as Exhibit "E" and incorporated herein by reference.

3. Term. This Lease shall commence the first day of the month following execution by all parties thereto and terminate fifteen (15) years thereafter, a term of fifteen (15) years.

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

(b) With respect to the Leased Premises, provided that Lessee at the time of exercising the option is not in default under the terms of this Lease after applicable notice and opportunity to cure, Lessee shall have the option to extend the term of this Lease for two additional periods. The first option period shall be fifteen (15) years and the second for ten (10) years. Lessee shall notify County in writing of its intention to exercise the first option to extend not more than twelve (12) months or less than six (6) before the expiration date of the initial term and the second option not more than twelve (12) months or less than six (6) before the expiration date of the first option period.

4. Use. The Leased Premises shall be used for the development of an equestrian center and related facilities for horse shows, equestrian events, and non-equestrian events agreed to in writing by the parties from time to time, and for no other purpose without the written consent of County, which consent shall not be unreasonably withheld or delayed. The County's approval of any change in the Use of the Leased Premises may, at County's sole election, place additional reasonable specific requirements on Lessee including, but not limited to, the types, limits, and conditions of insurance provided under this Lease.

Lessee and County acknowledge that Lessee intends to sublease the Leased Premises to HITS, Inc., for the entire term of this Lease and that

County is leasing sixty (60) acres adjacent to the Leased Premises to HITS, Inc. The Leased Premises and the sixty (60) acres are to be jointly developed by HITS, Inc., as an Equestrian Center. The Leased Premises will be used for parking and the construction of other improvements necessary for the operation of the Equestrian Center.

During the month of November of each year of the term of the Lease and any extension thereof HITS will make available to the County, on the two leaseholds, for two four day periods, 6,000 parking spaces for County's use in connection with an air show or other aviation related event. County shall indemnify, defend and hold harmless Lessee and its officers, employees, agents and representatives from any liability, damage, cost, expense, fee, penalty or action whatsoever, including without limitation attorneys' fees, costs of investigations, defense costs and any settlements or awards, including, but not limited to, property damage, bodily injury, death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from or out of the provision of parking under this Paragraph 4.

5. Rent. Commencing on the first day of the month following execution by all parties thereto, Lessee shall pay to County an annual Base Rent for the use and occupancy of the Leased Premises an annual rent equal to thirty-two thousand twenty and 38/100 dollars (\$32,020.38).

Said rent is due and payable quarterly, in advance on January 1st, April 1st, July 1st, and October 1st of each year. If rent payable for the first quarter is payable for less than a full quarter it shall be prorated as to the number of months remaining in the quarter. The rent shall be considered delinquent, if not paid by the 15th of the applicable month. If the monthly rent becomes delinquent Lessee will be charged a late fee equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for each month that rent is delinquent.

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Beginning July 1, 2016, and on July 1st every tenth year thereafter during the term of this Lease or any extension thereof, the monthly Base Rent then in effect shall be adjusted by the percentage change in the Consumer Price Index (CPI), All Urban Consumers, Los Angeles-Riverside-Orange County Area for the ten (10) year period ending three months before the month of rent adjustment under this paragraph. In no event will application of this paragraph result in a monthly rental amount lower than the highest previous monthly rental amount.

In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, the index most nearly the same as the CPI shall be used to make such calculation. In the event the parties cannot agree on such alternative index, the matter shall be submitted to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of the Arbitration shall be paid equally by the parties.

6. Additional Obligations of Lessee. Lessee shall, during the term of this Lease and any extensions thereof:

(a) Observe and obey, and compel its employees, agents, invitees, sublessees, and those doing business with it to observe and obey, all such rules and regulations of County which are now in effect or which may hereafter be promulgated, provided that such rules and regulations may not unduly interfere or conflict with the rights and privileges granted to Lessee in this Lease or any later amendments.

(b) Operate the Leased Premises and perform services for the use and benefit of the general public without unlawful discrimination on the grounds of race, religion, color or national origin or in any manner prohibited by any applicable portions of Part 15 of the Federal Aviation Administration Regulations and adhere to and comply

with any applicable provisions of Exhibit B, Federally Required Lease Provisions attached hereto and by this reference incorporated herein;

(c) Provide janitorial services for interior, exterior, and grounds at Lessee's own expense;

(d) Maintain comfortable clean sanitary restroom facilities for both men and women; such restroom facilities shall be properly and continuously supplied with soap, towels, toilet tissue and any other supplies required by state, federal or local laws and ordinances;

(e) Maintain the Leased Premises, approaches thereto, and improvements now or hereafter located thereon, in good, safe and sanitary order, condition, and repair, and upon any termination of this Lease, Lessee agrees to surrender said Leased Premises and improvements thereon in such good, safe and sanitary condition, reasonable use and wear thereof and damages by fire, acts of God, war, civil insurrection, or by the elements excepted;

(f) Adhere to and comply with all applicable provisions of Exhibit C, FBO Minimum Standards attached hereto and by this reference incorporated herein; and

(g) Adhere to and comply with the applicable provisions of Exhibit D, Storm Water Pollution Prevention Plan attached hereto and by this reference incorporated herein.

(h) County and Lessee agree to cooperate in efforts to manage wildlife on the Leased Premises that may from time to time pose a hazard to aviation activities at Jacqueline Cochran Regional Airport. Lessee agrees to undertake all measures necessary to prevent the creation of a wildlife attractants, habitat, or hazards and to eliminate and mitigate any such wildlife hazards resulting from Lessee's use of the Leased Premises.

7. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all necessary permits and licenses as it may be required to obtain regarding the construction, operation, maintenance, and termination or abandonment of activities

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

8. On-Site Improvements

(a) Lessee, at its expense, shall construct, or cause to be constructed, the improvements described in the site plan approved by the County showing the location and dimensions of all planned improvements (the "Site Plan"). The improvements contemplated by Lessee will include the following: riding rings, barns, pads for tent stabling, paved and unpaved roads, bridges for people and horses, buildings for offices, food and beverage sales and vendors, RV spaces, truck and automobile parking, paddocks and other improvements as Lessee deems reasonably necessary to use on the Leased Premises in the manner contemplated by this Lease.

Within one hundred and twenty (120) days of Lease commencement, Lessee shall submit a full set of construction plans to the County to obtain building permits for all improvements contained in the site plan. County shall have sixty (60) days to provide Lessee with comments and required corrections to the construction plans. Lessee shall have sixty (60) to resubmit corrected construction plans. County shall then have thirty (30) days to issue building permits for the planned improvements. Construction of said improvements shall commence within one hundred and twenty (120) days following issuance of the requisite permits by the County. Development of the Leased Premises shall be completed within twenty-four months of commencement of construction.

(b) All improvements are to be completed at Lessee's sole cost. Lessee shall pay for construction of any required utility extensions and hookups (including all related fees and charges) and any access road improvements. Plans for all improvements are to be submitted to County for approval in accordance with the

County's customary plan-check and building permit procedures prior to start of any construction.

(c) Any improvements, alterations, and installation of fixtures to be undertaken by Lessee shall have the prior written approval of the County after Lessee has submitted to County the proposed site plans, building plans and specifications therefore, in writing. In addition, Lessee understands and agrees that such improvements, alterations, and installation of fixtures may be subject to County Ordinance Nos. 348 and 457, as well as other applicable County ordinances, and that Lessee shall fully comply with such ordinances prior to the commencement of any construction in connection therewith.

(d) All improvements, alterations, and fixtures shall remain or become, as the case may be, the property of County, with the exception of trade fixtures as that term is used in Section 1019 of the Civil Code; provided, however, that 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 and restore said Leased Premises to their original shape and condition as nearly as practicable. In the event Lessee does not so remove such trade fixtures, they shall become the property of the County for no further consideration of any kind, and Lessee shall execute any documents that may be required or necessitated conveying its interest in such improvements, alterations, and fixtures to County.

9. Off-Site Improvements

(a) County shall provide the following off-site improvements to serve the site: (1) water, (2) sewer, and (3) a paved access road. Connections to said off-site improvements shall be the sole cost and responsibility of Lessee as described in paragraph 9(c). Additionally, Lessee shall be responsible for any improvements beyond those listed in this paragraph, including, but not limited to, electricity, telephone, and gas service.

(b) Lessee shall pay a sewer connection fee for each sewer connection and a monthly sewer service fee to County. The amount of the fees shall be according to the fee schedule in effect at the time of Lease execution. The monthly sewer service fee will be adjusted from time to time and be based upon County's sewer service payments to the Coachella Valley Water District and County's cost of repairing, maintaining, and administering the airport's sewer system.

(c) It is understood by the parties hereto that utility services are available in the general vicinity of the Leased Premises, but in order for the on-site improvements required in Paragraph 8 herein to be fully usable and operational, Lessee, at its expense, shall extend and/or connect, or cause to be extended and/or connected, to such utility service facilities that may be required or desired by Lessee in the use, operation, and maintenance of such on-site improvements. Lessee shall pay all related fees and charges related to such utility extensions and hookups. After such extensions and/or connections have been made, Lessee shall be responsible for payment for the use of such utility services, without limitation, all electricity, gas, telephone and water.

10. Intentionally Omitted.

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 facilities and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Leased Premises or any part thereof provided such facilities and appurtenances are installed below ground. County also reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of said Leased Premises as County may

elect for the above purposes. Notwithstanding the foregoing, no right of the County provided for in this paragraph shall be executed so as to interfere unreasonably with Lessee's use hereunder, or impair the security of any secured creditor of Lessee. County shall cause the surface of the Leased Premises to be restored to its original condition (as they existed prior to any such entry) upon the completion of any construction by County or its agents. 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 of County set forth in this paragraph shall not be exercised unless a prior written notice of thirty (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 the existing circumstances.

(b) County reserves the right to further develop or improve the aircraft operating area of Jacqueline Cochran Regional Airport as it deems appropriate. County reserves the right to take any action it considers necessary to protect the aerial approaches of the Jacqueline Cochran Regional Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jacqueline Cochran Regional Airport, which in the reasonable opinion of County, would limit usefulness of the Jacqueline Cochran Regional Airport or constitute a hazard to aircraft.

(c) During the time of war or national emergency, County shall have the right to lease the landing area of the Jacqueline Cochran Regional Airport, or any part thereof, to the United States Government for military use and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended. In that event, a just and proportionate part of the rent hereunder shall be abated, and the period of such closure shall be added to the term of this Lease, or any extensions thereof, so as to