

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



ITEM: 3.24
(ID # 17148)

MEETING DATE:
Tuesday, October 26, 2021

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Consent to the Assignment Between Brenwest Leasing, LLC, a California Limited Liability Company (Assignor) and Kenneth Murphy and Consequently Avialease, LLC, a California Limited Liability Company Owned by Kenneth Murphy (Assignee), Relating to the Premises Commonly Known at Unit No. 5 (identified at Hangar 1A) at French Valley Airport, CEQA Exempt, District 3. [\$0] (Clerk of the Board to file the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, and Section 15061(b)(3);
2. **Approve** and Consent to the Assignment between Brenwest Leasing, LLC, a California limited liability company (Assignor) and Kenneth Murphy and consequently Avialease, LLC, a California limited liability company owned by Kenneth Murphy (Assignee), assigning Assignor's interest as sublessee under that certain Sublease dated December 16, 2002 between Murrieta Executive Air Park MEA, LLC (as Sublessor) and Assignor (as Sublessee), as more specifically set forth in the attached Sublease, relating to the premises commonly known at Unit No. 5 (identified at Hangar 1A) located at French Valley Airport in Murrieta, California;

Continued on page 2

ACTION: Policy

Charissa Leach, TLMA Director

10/20/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: October 26, 2021
xc: Aviation, Recorder

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. **Approve** and Consent to the Transfer Membership Interest Redemption Agreement for that certain Unit No. 5 (identified as Hangar 1A) located within the French Valley Airport in Murrieta, California, as more specifically set forth in the attached Membership Interest Redemption Agreement between Kenneth Murphy (as seller) and Brenwest Leasing, LLC a California limited liability company (as buyer);
4. **Authorize** the Assistant County Executive Officer/TLMA Director, or designee, to execute any additional documents necessary to consent to the assignment of Sublease and consent to the Membership Interest Redemption Agreement, subject to approval by County Counsel;
5. **Direct** the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board of Supervisors; and
6. **Authorize** the Chair of the Board of Supervisors to sign the attached Consent to Assignment and Consent to Transfer Membership Interest Redemption Agreement on behalf of the County.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year: 2021/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND

Summary

Transportation and Land Management Agency/Aviation has received a request to (1) consent to Transfer a Membership Interest Redemption Agreement and Assignment of Assumption to Sublease (Assignment) between Brenwest Leasing, LLC (Assignor) and Kenneth Murphy and consequently Avialease, LLC, owned by Kenneth Murphy (Assignee), and (2) consent to assignment of hangar.

The Sublease pertains to that certain Unit No. 5 (identified as Hangar No. 1A) located within the French Valley Airport in Murrieta, California, as more particularly depicted on Exhibit B to the Sublease (see attached). The Sublease is subject to that certain Lease (French Valley Airport) Dated September 11, 2001 between the County of Riverside (as Lessor) and Murrieta Executive Air Park MEA, LLC (as Lessee), as amended by that certain First Amendment to Lease dated March 23, 2004, and that certain Second Amendment to Lease

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

dated June 27, 2006 (collectively, Lease) relating to the lease of approximately 152,460 square feet of vacant land located at French Valley Airport.

The Assignor and Assignee, entered into the certain Membership Interest Redemption Agreement (Redemption Agreement) dated June 30, 2020 (Assignment) relating to the Sublease. A copy of the Redemption Agreement is attached. Assignee has also acquired from the Assignor Unit No. 5 (also identified as Hangar No 1A) located on the subleased premises, the sale of which is memorialized in that certain Redemption Agreement. The Assignment and Redemption Agreement require County approval under the Lease. Assignee will not change the existing use of the subleased premises. French Valley Airpark, Inc. a California corporation, was the original Sublessee under the Sublease. The Assignment and Redemption Agreement will not impact the terms of the Sublease.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 class 1-Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption. The proposed project, the Consent to Assignment and Consent to Transfer Hangar Membership Interest Redemption Agreement is related to the subletting of property involving existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment since it is merely a continuation of the existing use.

Staff recommends approval of the proposed Consent to Assignment and proposed Consent to Transfer Hangar Membership Interest Redemption Agreement, each attached. Each consent has been approved as to form by County Counsel.

Impact on Citizens and Businesses

The Assignment and Redemption Agreement will assist in the County's effort to increase airport operations which in turn provides increased patron activities for local businesses.

Additional Fiscal Information

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

ATTACHMENTS:

- Attachment A – Assignment and Acceptance and Agreement
- Attachment B – Sublease
- Attachment C – Consent to Assignment
- Attachment D – Consent to Transfer Hangar Membership Interest Redemption Agreement
- Attachment E – Decline of Right of First Refusal and Consent to Assignment of Sublease
- Attachment F – Master Lease and All Amendments
- Notice of Exemption

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

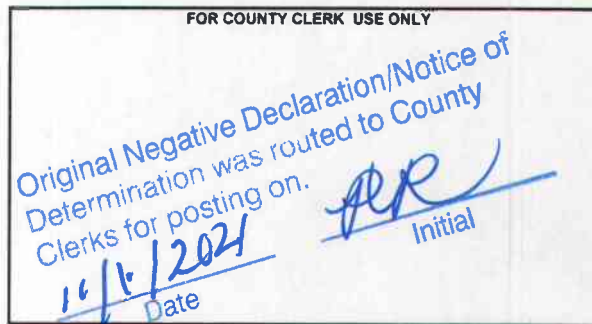


Jason Farin, Principal Management Analyst 10/20/2021



Gregory J. Priamos, Director County Counsel 9/30/2021

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507



NOTICE OF EXEMPTION

November 10, 2020

Project Name: Assignment and Management Interest Redemption Agreement for Hangar 1A at French Valley Airport

Project Number: ED1910012

Project Location: 37600 Sky Canyon Drive, east of State Route 79, Assessor's Parcel Number (APN) 963-030-010, Murrieta, Riverside County, California, 92563

Description of Project: The County of Riverside, Transportation and Land Management Agency/Aviation received a request to consent to a Membership Interest Redemption Agreement and Assignment of Assumption to Sublease (Assignment) between Brenwest Leasing, LLC (assignor) and Kenneth Murphy and consequently Avialease, LLC, owned by Kenneth Murphy (assignee), and also a consent to assignment of hangar.

The Sublease pertains to that certain Unit No. 5 (identified as Hangar No. 1A) located within the French Valley Airport in Murrieta, California, as more particularly depicted on Exhibit B to the Sublease. The Sublease is subject to that certain Lease (French Valley Airport) Dated September 11, 2001 between the County of Riverside (as lessor) and Murrieta Executive Air Park MEA, LLC (as lessee), as amended by that certain First Amendment to Lease dated March 23, 2004, and that certain Second Amendment to Lease dated June 27, 2006 (collectively, Lease) relating to the lease of approximately 152,460 square feet of vacant land located at French Valley Airport.

The Assignor and Assignee, entering into the certain Membership Interest Redemption Agreement (Redemption Agreement) dated June 30, 2020 (Assignment) relating to the Sublease. A copy of the Redemption Agreement is attached. Assignee has also acquired from the Assignor Unit No. 5 (also identified as Hangar No 1A) located on the subleased premises, the sale of which is memorialized in that certain Redemption Agreement. The Assignment and Redemption Agreement require County approval under the Lease. Assignee will not change the existing use of the subleased premises. French Valley Airpark, Inc. a California corporation, was the original Sublessee under the Sublease. The Assignment and Redemption Agreement will not impact the terms of the Sublease.

The consent to a Membership Interest Redemption Agreement and the Assignment of the Sublease is identified as the proposed project under the California Environmental Quality Act (CEQA). The consent to the agreements is limited to a contractual obligation and will not result in any direct effects on the environment. The indirect effects of the consent of the agreements would result in the change of contractual responsibilities of the Hangar 1A at French Valley Airport, which will also not result in any significant impacts.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

OCT 26 2021 3.24

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor does the project involve any unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. The consent to the agreements would have no direct effects on the environment and the indirect effects would result in continuing use of the site in a similar capacity. No significant environmental impacts would occur with the consent to a Membership Interest Redemption Agreement and the Assignment of the Sublease.

- **Section 15301 –Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the consent to a Membership Interest Redemption Agreement and the Assignment of the Sublease regarding Hangar 1A within the French Valley Airport. The changes are limited to the change in ownership and responsibility for the terms of the Lease. The consent to a Membership Interest Redemption Agreement and the Assignment of the Sublease will have the same purpose and substantially similar capacity on the existing facilities at the airport and would be consistent with the existing land use and contractual requirements for the use of the site. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The consent to a Membership Interest Redemption Agreement and the Assignment of the Sublease and is an administrative function, that is required as part of the terms of the Lease at the existing airport and would result in the continued operation of the airport on the leased premises under modified contractual responsibilities. No significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: 11-10-20 _____

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Assignment and Management Interest Redemption Agreement for Hangar
1A at French Valley Airport**

Accounting String: 537080-22100-1910700000- ED1910012

DATE: September 30, 2020

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: _____

PRESENTED BY: Vicki Powszok, Development Specialist III, Transportation Land
Management Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

ATTACHMENT A

Assignment and Acceptance and Agreement

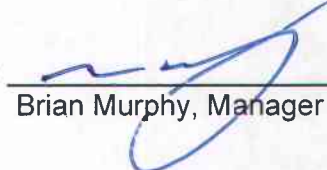
ASSIGNMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Brenwest Leasing, LLC., a California limited liability company ("Brenwest") hereby transfers and assigns to Kenneth Murphy, and subsequently Avialease, LLC, a California limited liability company, owned by Kenneth Murphy, (Avialease) all rights, title and interest of the undersigned under that certain Sublease dated December 1, 2002, between Murrieta Executive Airpark, MEA, LLC, a California limited liability company, as Sublessor, and Brenwest Leasing, Inc., a California corporation, as Sublessee, pertaining to the premises described as Murrieta Executive Air Park's Unit number 5, consisting of approximately 1/12th acre/3,600 square feet of land, including one metal construction aircraft hangar identified as Hangar 1A.

The Sublease is under a 3.5-acre ground lease between the County of Riverside and Murrieta Executive Air Park MEA, LLC, dated September 11, 2001, at the French Valley Airport, County of Riverside, State of California, said Lease is attached as Exhibit "A". The execution of this Assignment and the transfer of all rights, title and interest herein are contingent upon the acceptance and approval by the Riverside County Board of Supervisors.

Dated: 9-7-21

BRENWEST LEASING, LLC
27440 Bostik Ct.
Temecula, CA 92590

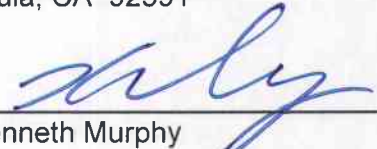
By: 
Brian Murphy, Manager

ACCEPTANCE AND AGREEMENT

The undersigned, Kenneth Murphy, and subsequently Avialease, LLC, a California limited liability company, owned by Kenneth Murphy, named in the foregoing Assignment, hereby accepts said Assignment and hereby agrees to keep, perform and be bound by all of the terms, covenants and conditions in said Lease on the part of the Lessee therein to be kept and performed to all intents and purposes as though the undersigned Assignee was the original Lessee there under.

Dated: 9-7-21

Kenneth Murphy
Avialease, LLC
40165 Paseo Sereno
Temecula, CA 92591

By: 
Kenneth Murphy

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA** 206

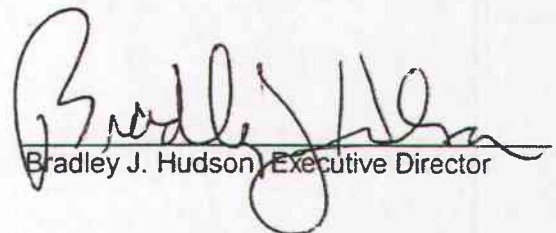


FROM: Economic Development Agency **SUBMITTAL DATE:** December 16, 2002

SUBJECT: Sublease from Murrieta Executive Air Park MEA, LLC to Brenwest Leasing, Inc.,
and Exhibit E to Sublease, Subordination, Non-Disturbance and Attornment Agreement
French Valley Airport; Third District

RECOMMENDED MOTION: That the Board of Supervisors approve the Sublease between Sublessor, Murrieta Executive Air Park MEA, LLC, a California Limited Liability Company and Sublessee, Brenwest Leasing, Inc. a California Corporation, and Exhibit E to Sublease, Subordination, Non-Disturbance and Attornment Agreement; and authorize the Chairman to execute the Consent To Sublease and the Subordination, Non-Disturbance and Attornment Agreement

BACKGROUND: The Economic Development Agency is in receipt of a Sublease between Murrieta Executive Air Park MEA, LLC a California Limited Liability Company, as Sublessor, and Brenwest Leasing, Inc., as Sublessee, and an Exhibit E to Sublease, Subordination, Non-Disturbance and Attornment Agreement. (Continued)


Bradley J. Hudson, Executive Director

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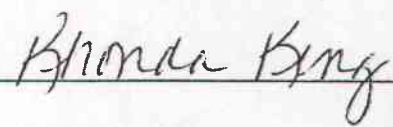
FINANCIAL DATA:

CURRENT YEAR COST: \$0	ANNUAL COST \$0
NET COUNTY COST: \$0	IN CURRENT YEAR BUDGET: NA
BUDGET ADJUSTMENT: NO	FOR FY: NO
COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: NA	
SOURCE OF FUNDS: NA	

C.E.O. RECOMMENDATIONS:

APPROVE

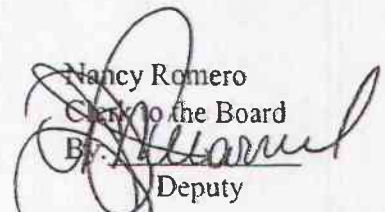
County Executive Officer Signature: _____



MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Venable, Wilson and Ashley
Noes: None
Absent: None
Date: January 14, 2003
xc: EDA, Co.Co., Auditor


Nancy Romero
Clerk to the Board
Deputy

Prev. Agn. Ref.
9/11/01 3.22

Dist.
3rd

AGENDA NO.

3.5

Department Recommendation: Consent Policy
Per Executive Office: Consent Policy

ATTACHED IS FILED
WITH THE CLERK OF THE BOARD

Form 11- Murrieta Executive Air Park Sublease
Page 2
December 16, 2002

On September 11, 2001, the County of Riverside and Murrieta Executive Air Park MEA (Lessee) entered into a thirty-year lease agreement for 152,460 square feet of vacant land at French Valley Airport for the purpose of developing aircraft storage hangars. The lease agreement contained one ten-year option to renew. The hangars have now been completed and Lessee is selling hangar #5 and subleasing a portion of the master-leasehold as described in Exhibit B of the sublease to Brentwest Leasing, Inc. The Subordination, Non-Disturbance and Attornment Agreement is necessary for the Sublessee to obtain financing for the purchase of the hangar.

The term of the sublease commences on December 1, 2002 and terminates on September 30, 2031, the termination date of the master lease. The Economic Development Agency staff recommends approval of the Sublease to Brentwest Leasing, Inc., (Attachment A) and the Subordination, Non-Disturbance and Attornment Agreement (Attachment B). County Counsel has approved the sublease document as to form.

FORM APPROVED
COUNTY COUNSEL

DEC 24 2002

BY Jordan V. Ibo

REQUEST FOR CONSENT TO SUBLEASE

Reference is made to that certain Lease effective October 1, 2001, by and between the County of Riverside, ("County"), as Lessor, and Murrieta Executive Air Park MEA, LLC a California limited liability company ("MEA"), as Lessee, pertaining to an approximately 4 acre portion of the French Valley Airport ("Airport"), as set forth on Exhibit "A" to the Lease (the "Premises").

1. MEA hereby requests the County's consent to Sublease by MEA, as Sublessor, to Brenwest Leasing, Inc., as Sublessee, to that certain portion of the Premises as outlined on Exhibits "B" and "C" to said Sublease, under the terms and conditions of said proposed Sublease, a copy of which is attached hereto as Exhibit A and made a part hereof.
2. The address of the proposed Sublessee is:
38332 Corte Alegria
Temecula, CA 92592
3. The nature and character of the proposed Sublessee's business is as set forth in the proposed Sublease.

This request is made on November 12, 2002.

MURRIETA EXECUTIVE AIR PARK, MEA
a California limited liability company

By: [Signature]
Kevin Stumm

[Signature]
Russell Erickson

CONSENT TO SUBLEASE

THE UNDERSIGNED HEREBY CONSENT TO THE FIRST:
ABOVE-REFERENCED SUBLEASE

Executed this 14 day of January, 2003

[Signature]
NANCY ROMERO, Clerk
DEPUTY

COUNTY OF RIVERSIDE

By: [Signature]
JOHN TRAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

- Exhibit A – Master Lease
- Exhibit B – Legal Description of Property
- Exhibit C – Property Diagram
- Exhibit D – Rules and Regulations of MEA
- Exhibit E - Attornment

FORM APPROVED
COUNTY COUNSEL

DEC 24 2002
BY [Signature]
JAN 14 2003, 3.5

SUBLEASE

This Sublease is made effective December 1, 2002 ("Commencement Date"), by and between Murrietta Executive Air Park MEA, LLC, a California Corporation, ("MEA" or "Sublessor"), and Brenwest Leasing, Inc., a California Corporation, ("Sublessee").

RECITALS

1. Sublessor is the tenant under a Lease effective October 1, 2001 (the "Lease" or "Master Lease"), by and between MEA as Lessee and the County of Riverside ("County"), as Lessor, covering an approximately 4 acre portion of the French Valley Airport ("Airport"). A copy of the Master Lease is attached hereto as Exhibit "A" and made a part hereof.
2. Sublessor intends to sublease to Sublessee a portion of the premises covered by the Master Lease and has obtained or will obtain permission from the County to sublease to Sublessee. The legal description of such portion is attached hereto as Exhibit "B" and made a part hereof. Sublessee intends to sublease such portion from Sublessor.

AGREEMENT

- 1.0 **Premises.** Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor upon the terms and conditions hereinafter set forth, those certain premises ("Premises"), Unit no. five (5) located at the Airport, including the real property described in Exhibit "B" and the area outlined on Exhibit "C" attached hereto and made a part hereof, said Premises being a portion of the premises currently leased to Sublessor under the Master Lease, to include the right to use certain portions of the Common Area as hereinafter further provided. "Common Area" is defined as any portion of the property referred to in Paragraph 3.2.
- 2.0 **Term.** This Sublease shall commence on the first day of the month following execution by all parties thereto, and shall terminate September 30, 2031 in accordance with the Master Lease. If the Sublessor exercises the option to extend the Master Lease for ten (10) years as provided by Paragraph 3. (b) of the Master Lease, then the Sublessee shall have the option to extend this sublease for a period of ten (10) years to coincide with the Master Lease.
- 3.0 **Use.** The principal authorized use of the Premises is private, personal hangar facility and office use, and use related thereto or associated with such private, personal occasional non-aviation related use as may be approved by Sublessor in its sole and absolute discretion and by the County, all as set forth in Paragraph 4 of the Master Lease; as may be further restricted elsewhere in this Sublease and by the Rules and Regulations attached hereto as Exhibit "D" and made a part hereof by reference ("Rules and Regulations"), all as set forth below.

3.1 Authorized Use. Sublessee is authorized to use the Premises for activities attendant to its private and personal hanger operation as may be approved by Sublessor and by the County, and in accordance with the provisions of the Master Lease and this Sublease, and not in conflict with the Sublessor.

3.2 Non-Exclusive Use. Sublessor grants to Sublessee, its employees, officers, patrons, and guests jointly in common with others entitled to the use thereof, a non-exclusive license to use the roadways and other Common Areas on the Airport, including use of the landing area and the right of aircraft ingress and egress between the Premises and landing area, to include those areas immediately contiguous to the Premises, as further depicted on Exhibit "C".

4.0 Rent and Charges.

4.01 Initial Rent. Beginning on the Commencement Date, Sublessee shall pay initial rent of \$164.06 (One Hundred Sixty-four Dollars and Six Cents) per month to be paid quarterly to the Sublessor at the office of Sublessor without reduction, abatement, deduction, offset or any prior demand therefor in advance of the first day of each quarter of the term hereof and subject to adjustment, which shall equal one 16th of the amount due from Sublessor to County under the Master Lease. Payments will be made to the office of the sublessor at 2262 Rutherford Road, Suite 103, Carlsbad, CA 92008.

4.02. Non-Aviation Related Use License. If Sublessee desires/or wishes to obtain a license from the County authorizing a non-aviation related use, in accordance with Paragraph 4 of the Master Lease, prior to issuance of such license. Any such non-aviation use must first be approved by Sublessor prior to Sublessee making application to the County for such non-aviation related use.

4.03. Annual Adjustment. The rent shall be adjusted commencing one year from the Commencement Date, and each year thereafter during the term, including any extension thereof, as provided in the Master Lease.

5.0 Utilities. Unless separately metered or billed to Sublessee, Sublessee shall pay all charges for all electricity, gas, water, sewer, trash disposal and other utility services used on or for the subleased Premises, including a pro rata share of the Common Area utilities.

5.01 Common Area Payments. Sublessee shall pay on a one-sixteenth pro rata basis, all charges for all maintenance, landscaping, sweeping to include security, common area insurance, management, and other Common Area costs to keep the Common Area in pristine condition on/or for the subleased Premises, including around the exterior of the

Premises. Sublessee's estimated portion of all utilities, common area sweeping, landscaping charges and other common area charges billed by Sublessor to maintain the Common Area, ("Common Area Charges") not otherwise paid by Sublessee are less than the actual Common Area Charges, Sublessee shall promptly pay the amount due to Sublessor. If the Common Area Charges for the previous year actually paid by Sublessee are more than the Actual Common Area Charges, Sublessee shall be credited with the amount of the difference which shall be applied to reduce the ensuing year's Common Area Charges.

6.0 Late Payments. If Sublessee shall fail to pay when due, any rent, amounts or charges payable by Sublessee under this Sublease or the Master Lease, then:

6.01 Interest on Past Due Obligations. Such unpaid amount shall bear interest, including common area payments, from the due date to the date of payment at the lesser of one percent (1%) per month or the maximum rate allowed under the applicable usury law.

6.02 Late Charges. Sublessee shall pay to Sublessor an additional sum of ten percent (10%) of any amount which remains due and unpaid 20 days after the due date. Sublessee acknowledges that late payment by Sublessee to Sublessor will cause Sublessor to incur costs not contemplated by this Sublease, including but not limited to processing and accounting charges, and late charges which may be imposed upon Sublessor, and that the exact amount of such costs is extremely difficult and impracticable to fix. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Sublessor will incur by reason of late payment by Sublessee.

7.0 Use Conditions.

7.01 Non-Exclusive Use. To the extent granted to Sublessor in the Master Lease, Sublessor grants to Sublessee, its employees, officers, patrons and guests jointly and in common with others entitled to the use thereof, a non-exclusive license to use the roadways and other common areas of the Airport, including the use of the landing area.

7.02 Compliance with Rules, Regulations, Ordinance, Codes and Law. Sublessee shall at Sublessee's sole cost and expense at all times during the term of this Sublease or any renewal or extension thereof comply with and observe all rules, regulations, ordinances, codes and laws which have been or may be promulgated by Sublessor, the County, and the Rules and Regulations attached hereto, or other jurisdictions that relate to the Premises and the use of the facilities of the Airport including all fire regulations, safety regulations, noise control regulations and security regulations. Such rules, regulations, ordinances, codes, Rules and Regulations and laws are hereby made a part of this Sublease and Sublessee's failure to keep and observe the rules and regulations shall constitute a breach of the terms of this Sublease in like manner as if the same were contained herein. Sublessor and the County reserve the right to amend or supplement the

rules, regulations, ordinances, codes and laws and to adopt additional rules, regulations, ordinances, codes and laws applicable to the Premises, to Sublessee's use of the Premises, and the use of the facilities of the Airport. Sublessor shall have no obligation to Sublessee as a result of the violation of any such rules by any other person. Sublessee shall at all times obey the statutes, codes, ordinances, laws and regulations of the United States of America, the State of California, the County and any other governmental entity having jurisdiction, as the same may from time to time be amended during the term of this Sublease.

7.03 Security. Sublessee will acquaint itself with the County's security plan and all Federal Aviation Administration and other security requirements and shall at all times fully abide by the same. If Sublessor or the County is fined for any breach of security as a result of Sublessee's negligence or failure to abide by applicable security requirements, Sublessee shall reimburse Sublessor or the County, as appropriate, for such fine immediately upon demand. Sublessee shall similarly be responsible for the negligence or non-compliance of any of its assignees, subtenants or their licensees, invitees or guests.

7.04 Other Use Restrictions. Sublessee shall not commit or suffer to be committed any waste or any public or private nuisance or any other act or thing which may disturb the quiet enjoyment of any other person or organization at the Airport or upon the Premises or Common Area. Sublessee's method of lighting the Premises and its installation of all exterior light fixtures shall be subject to Sublessor's sole and absolute discretion. Sublessee shall maintain access control to the Premises in conformance with Federal Airport Security regulations, the security plan of the County and other federal and County directives and regulations that may be issued. All motor vehicles parked or operated upon the Premises or Common Area by Sublessee, its officers, employees, guests, patrons, and invitees shall be parked or operated in accordance with the County's and Sublessor's traffic and parking regulations, ordinances and other directives. Sublessee shall at all times maintain the Premises of Sublessee, as well as Common Areas used by Sublessee, in a clean condition, free from any garbage, trash, litter, oil, grease, or any other solvents or any debris not related to the use of the Premises. Any items applicable to the maintenance and support of aircraft, automobiles or related uses to Sublessee's business or office shall not be stored on the exterior of said Premises and shall not be visible from the exterior of the Premises. All maintenance of aircraft shall be at all times for the private, personal use of Sublessee and shall not be for profit, or public use, or sale.

8.0 Maintenance of Premises.

8.01 Delivery. Sublessor agrees to deliver the Premises in working order and Sublessee agrees to accept the Premises in the delivered condition without further additions, modifications or improvements by the Sublessor. Sublessee agrees that Sublessor has made no warranties or representations of any kind respecting the condition

of the Premises or utilities located thereon or the use to which the Premises may be put.

8.02 Maintenance Costs. Sublessee at its sole cost and expense shall at all times maintain the Premises and all buildings, structures and improvements thereon in a good state of repair and in a safe, clean, neat and sanitary condition. In the event Sublessee fails to make any repairs required to be made by Sublessee in accordance with the terms of this Sublease, Sublessor shall notify Sublessee of such failure, if within thirty (30) days of such notice, Sublessee has failed to make such repairs, Sublessor shall have the option but not the obligation to make such repairs at the expense of Sublessee. Sublessor shall have the option but not the obligation to make such repairs at the expense of Sublessee. Should Sublessor opt to make said repairs, Sublessor shall have the right to charge Sublessee, as additional rent due hereunder upon demand, all costs of Sublessor for making such repairs on a pro rata basis. If Sublessee fails to pay all costs to Sublessor for making repairs, Sublessor shall have the right to lien the property for said costs, to include costs of any suit together with reasonable attorneys fees. Sublessor shall have no liability to Sublessee for any damage, inconvenience or interference with the use of the Premises by Sublessee as a result of the making of any repairs made by Sublessor and the rent shall not be abated by reason thereof.

9.0 Alterations and Improvements. Sublessee shall not install, make, or suffer to be made, any alterations or improvements to the interior or exterior of the Premises or any part thereof without the prior written consent of Sublessor, such consent shall not be unreasonably withheld or delayed. If in accordance with good construction practices, applicable governmental requirements, the special conditions, plans and specifications approved by Sublessor. Sublessee shall comply with all construction and labor regulations of Sublessor and the County and shall provide reasonable insurance coverage required by Sublessor and the County, or other means of surety, to the reasonable satisfaction of Sublessor and the County shall be provided to ensure that, in the event that the Sublessee defaults and is unable to complete construction, there will be funds provided to return the Premises to the original condition and to satisfy any liens for labor and materials that may be brought for work on the Premises. All alterations or improvements performed by Sublessee shall be carried out by licensed contractors and said alterations and improvements shall be carried out in accordance with all applicable laws and regulations. Sublessee shall at Sublessee's sole cost and expense obtain all necessary permits, licenses and authorizations in connection with the construction. Sublessee's work shall be subject to the general inspection of Sublessor and the County. Sublessee shall provide proof satisfactory to Sublessor and the County that Sublessee's contractor will (a) provide warranties for not less than one year against defects in workmanship, materials, and equipment; (b) carry or cause to be carried worker's compensation insurance covering all of the contractor's and its subcontractor's employees; and (c) carry public liability and property damage insurance which names Sublessor as an additional insured and required thirty (30) days prior written notice to Sublessor before any change in or cancellation of coverage becomes effective. The policy or policies shall contain liability limits of not less than One Million Dollars (\$1,000,000) single limit coverage. All

improvements, additions to or alterations of the Premises except movable furniture and trade fixtures shall at the termination of this Sublease remain attached to and become part of the Premises and be surrendered to Sublessor in good condition, reasonable use and wear excepted, or at the option of Sublessor shall be removed by Sublessee and the Premises restored to the same condition which existed prior to the installation of any alterations, additions or improvements. Sublessor shall have the right to post a notice of non-responsibility for liens arising out of any work performed, materials furnished and obligations incurred by Sublessee. Sublessee agrees to advise Sublessor and the County in writing at least ten (10) business days in advance of the date upon which alterations will commence in order to permit Sublessor or County to post such a notice. Sublessee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Sublessee. Sublessee shall indemnify, defend and hold Sublessor and County harmless against any claim, demand, liability or expense on account of claims for work done or materials supplied for Sublessee or person claiming under it.

10.0 Relocation of Premises. In the event that the County requires the Premises for other Airport purposes, then the County in the exercise of its commercial business judgment shall first determine whether other reasonably comparable improved property at the Airport reasonably suitable for Sublessee's use is available. If such property is available then Sublessor or the County may, at the County's expense, relocate Sublessee to such property and the parties are unable to agree upon an appropriate rate of rent, the rent shall be established by such arbitrators as may be agreed upon by the parties, or if there is no such agreement then by arbitration conducted pursuant to the then existing rules of the American Arbitration Association. If in the exercise of its commercial business judgment the County determines that other reasonably suitable comparable improved property at the Airport reasonably suitable for Sublessee's use is not available, then the County shall pay to Sublessee the condemnation value of the improvements (condemnation value shall be the market value of the improvements made by Sublessee depreciated on a straight-line basis over the lease term). Except in the case of emergency, if all or any part of the Premises is taken or condemned by the County, the County agrees to provide Sublessee with not less than one hundred eighty (180) days written notice prior to the condemnation date.

11.0 Damage or Destruction. If the improvements to the Premises are damaged or destroyed during the term hereof, Sublessee may repair or rebuild said improvements to the condition immediately prior to the date of damage or destruction, within sixty (60) days after the occurrence of the event causing the damage or destruction. This Sublease shall continue and Sublessee shall diligently complete the repair or rebuilding of said improvements. Sublessee shall apply any insurance proceeds received as a result of damage to the improvements to the repair or replacement of said improvements.

12.0 Condemnation.

12.01 Total Taking. If all the Premises are taken or condemned for a public or quasi-

public use, by an entity other than the County, this Sublease shall terminate as of the date of condemnation and Sublessee shall thereupon be released from any liability thereafter occurring hereunder.

12.02 Partial Taking. If any party of the Premises are taken or condemned for a public or a quasi-public use by an entity other than the County and there is such a major change in the character of the property as to prevent Sublessee from using the Premises in substantially the same manner as theretofore used then in such event Sublessee may terminate this Sublease as of the date of condemnation by giving written notice to Sublessor within fifteen (15) days after the date of condemnation. If any part of the Premises are taken or condemned for a public or quasi-public use by entity other than the County and either party does not have the power to terminate this Sublease as hereinabove set forth, then this Sublease shall continue in full force and effect except that as to the part so taken this Sublease shall terminate as of the date of condemnation and the annual rent payable hereunder shall be adjusted so that Sublessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the remaining part after condemnation bears to the value of the Premises at the date of condemnation. In the event that the parties are unable to agree upon an appropriate rate of rent, the rent shall be established by such arbitrators as may be agreed upon by the parties, or if there is no such agreement then by arbitration conducted pursuant to the then existing rules of the American Arbitration Association.

13.0 Assignments and Subleases.

13.01 No portion of the Premises or of Sublessee's interest in this Sublease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, may be withheld in Sublessor's sole and absolute discretion except as provided in Section 13.02 below. Sublessor has the right to grant or withhold its consent as provided in Section 13.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Sublease. If Sublessee is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Sublessor's consent. If sublessee is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Sublessor's consent.

13.02 Sublessee Affiliate. Sublessee may assign this Sublease or sublease the Premises without Sublessor's consent, to any corporation which controls, is controlled by or is under common control with Sublessee, or to any corporation resulting from the merger of or consolidation with Sublessee ("Sublessee's Affiliate"). In such case, any Sublessee's Affiliate shall assume in writing all of Sublessee's obligations under this Sublease.

13.03 No Release of Sublessee. No transfer permitted by this Article Thirteen, whether with or without Sublessor's consent, shall release Sublessee or change Sublessee's

primary liability to pay the rent and to perform all other obligations of Sublessee under this Sublease. Sublessor's acceptance of rent from any other person is not a waiver of any provision of this Article Thirteen. Consent to one transfer is not a consent to any subsequent transfer. If Sublessee's transferee defaults under this Sublease, Sublessor may proceed directly against Sublessee without pursuing remedies against the transferee. Sublessor may consent to subsequent assignments or modifications of this Sublease by Sublessee's transferee, without notifying Sublessee or obtaining its consent. Such action shall not relieve Sublessee's liability under this Sublease.

13.04 First Offer to Sublease. At all times during the term of this Sublease, prior to making any transfer of Sublessee's interest other than as provided in Paragraph 13.01 or 13.02, any proposed transfer of the Sublease and the Premises shall first be offered to Sublessor, who shall have three (3) days to accept or reject any offer to sublease or purchase the Sublease and/or Premises. Sublessee shall provide a copy of any offer to purchase the Sublease or Premises immediately upon receipt by Sublessee.

13.05 Sublessor's Consent. Sublessee's request for consent to any transfer described in Section 13.01 shall set forth in writing the details of the proposed transfer, including the name, business of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Sublessor deems relevant. Sublessor shall have the right to withhold consent, or to grant consent, in its sole and absolute discretion based on the following factors: (i) the business of the proposed assignee or sublessee and the proposed use of the Premises; and (ii) Sublessee's compliance with all of its obligations under the Sublease. Sublessor's consent to any such transfer shall not be unreasonably withheld.

13.06 No Merger. No merger shall result from Sublessee's sublease of the Premises under this Article Thirteen, Sublessee's surrender of this Sublease or the termination of this Sublease in any other manner. In any such event, Sublessor may terminate any or all subleases or succeed to the interest of Sublessee as Sublessor under any or all subleases.

14.0 Default.

14.01 Event of Default. Each of the following events shall be an event of default hereunder by Sublessee and a breach of this Sublease: (a) the failure by Sublessee to pay Sublessor any rent or other charges due under this Sublease as and when the same become due; (b) the failure by Sublessee to perform or observe any other agreements, terms, covenants or conditions, or Rules and Regulations attached hereto and made a part hereof, as such Rules and Regulations may be amended from time to time by Sublessor; (c) the filing by or against Sublessee in any court pursuant to any statute of the United States or of any state of a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or any portion of

Sublessee's property if within thirty (30) days after the commencement of any such proceedings against Sublessee or after such assignment for the benefit of creditors such petition shall not have been dismissed or such assignment shall not have been revoked; (d) the transfer of Sublessee's interest in this Sublease to any person, firm or corporation whether voluntarily or by operation of law except in the manner expressly permitted in this Sublease; or (e) vacating or abandoning the Premises by Sublessee at any time during the term hereof.

14.02 Sublessor's Remedies. In the event of default as described in section 14.01, Sublessor shall notify Sublessee in writing that Sublessee is in default, and Sublessee will then have a cure period of thirty (30) days from date of notice from Sublessor to cure such an event. Sublessor shall have the following remedies if Sublessee fails to correct default. The remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law. Sublessor can continue this Sublease in full force and effect. Sublessor can enter the Premises and relet them or any part of them to third parties for Sublessee's account. No act by Sublessor in reletting the Premises allowed by this section shall terminate this Sublease. In the event of Sublessee's default and Sublessor's reentering of the Premises, Sublessee agrees to pay Sublessor as an additional item of damages, the cost of repairs, alterations, redecorating, Sublease commissions and Sublessor's other expenses incurred in reletting the Premises to a new tenant.

14.03 Sublessor's Default. In the event Sublessor fails to keep its Master Lease current with the County, to include failure to make any payments of rent to County as and when due, and Sublessee has been making payments directly to Sublessor, Sublessee shall have the right, after giving Sublessor thirty (30) days notice to cure, to make the payments, directly to County. If Sublessor does not cure within the applicable time period, Sublessee shall have the right to enter into a direct Lease with County.

14.04 Attorneys Fees. In the event of any action at law or in equity between Sublessor and Sublessee arising out of or concerning this Sublease or any right or obligation derived therefrom, then in addition to all other relief at law or in equity, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys fees and costs incurred therein by the prevailing party.

15.0 Indemnity and Insurance

15.01 Waiver. This Sublease is made upon the express condition that Sublessee hereby waives all claims against Sublessor for damages to property or for injuries or death to any person or persons from any cause.

15.02 Indemnity. Sublessee hereby agrees to and shall indemnify and defend Sublessor against and hold Sublessor harmless from any and all claims, demands, actions, damages, liability and expense in connection with or for loss of or damage to property or injury or

death to any person from any cause whatsoever while in , upon , or about the Premises or any such claims; demands or the like, arising from or out of any occurrence in, upon or at the Premises from or in connection with the occupancy or use by Sublessee of the Premises or any part thereof or from or in connection with the business conducted by Sublessee in the Premises or occasioned wholly or in part by any act or omission of Sublessee, its agents, contractors, employees, licensees or concessionaires.

15.03 Insurance Coverage. During the term of this Sublease including any extension or renewal thereof, Sublessee at its cost shall at all times maintain in full force and effect comprehensive public liability insurance and property damage insurance (each more particularly described below) upon the Premises and upon all aircraft, and automobiles operated by Sublessee at the Airport.

15.03.01 Hangarkeeper's Liability (Ground Coverage) Should Sublessee's operations include care, custody or custody of aircraft stored on the Premises, Sublessee shall maintain hangarkeeper's legal liability insurance in an amount sufficient to fully cover the replacement value of all aircraft for which said custody is assumed while on the ground.

15.03.02 Hangarkeeper's Liability (Flight Coverage) Should Sublessee's operations include care, custody or custody of aircraft stored on the Premises that will be flight tested or used in commercial flight operations, Sublessee shall maintain hangarkeeper's legal liability insurance in an amount sufficient to fully cover the replacement value of all aircraft for which said custody is assumed while on the ground.

15.03.03 Aircraft Liability. Sublessee, and Sublessee's affiliates, sublessees, and licensees, shall maintain aircraft liability insurance which shall provide combined single limit for bodily injury and property damage for all aircraft owned, leased or operated by any of them from the Premises with minimum limits of One Million Dollars (\$1,000,000). Proof of insurance will be required to show that Murrieta Executive Airpark to be named as an additional insured.

15.03.04 Fire Insurance. Sublessee shall maintain fire insurance covering the Premises and all improvements, including protection against perils included within the classification standard fire and extended coverage together with insurance against vandalism and malicious mischief; in an amount sufficient to fully cover the replacement cost of all improvements.

15.04 Other Insurance Requirements. All policies shall name Sublessor, and the County as an additional insured. Insurance shall be with a company or companies satisfactory to Sublessor and the County in the amounts of not less than that specified herein or in minimum amounts as may be subsequently adjusted by Sublessor or the

County in the exercise of their commercial business judgment and consistent with airport industry practice for similar kinds of activities. Sublessee shall at all times during the term of this Sublease, including any extension or renewal hereof, provide Sublessor and the County with a certificate from the insurance carrier or carriers insuring Sublessee as set forth therein. Insurance policies shall not be subject to cancellation except after notice to Sublessor and the county by registered mail at least thirty (30) days prior to such cancellation. Where policies have normal expirations during the term of this Sublease or any extension thereof written evidence of renewal shall be furnished to Sublessor and the County thirty (30) days prior to such expiration.

15.05 Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the Premises and to the fixtures, personal property, Sublessee improvements and alterations by Sublessor or Sublessee in or on the Premises that are caused by or result from risks insured against under any insurance policy carried by either party and in force at the time of any such damage to the extent of the insurance proceeds received from such policy. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged the other party is relieved of the obligation to obtain a waiver of subrogation right with respect to the particular insurance involved.

16.0 Hazardous Substances. The provisions of this section, which govern Sublessee's obligations with regard to hazardous substances, as defined below, shall survive termination of this Sublease.

16.01 Responsibility for and Definition of Hazardous Substances. Sublessee agrees to indemnify, defend, protect and hold Sublessor free and harmless from and against any and all claims, liability, loss, damage, actions or causes of action, costs and expenses (including attorney's fees) arising from or in connection with the presence of any Hazardous Substances other than those which can be shown to have been present in, on or under the Premises prior to the Commencement Date. Furthermore, Sublessee shall, at Sublessee's sole cost and expense, be responsible for the receiving, use, storage, handling, transportation, generation, spillage, migration, discharge, release, and disposition of all hazardous waste, toxic substances, or related materials including, without limitation, gasoline, oil, grease, battery acid, diesel fuel, flammable, combustible, explosive, corrosive, caustic, carcinogenic or radioactive matter, or any other Hazardous Substances to the extent any such are used, stored, brought onto, located on or shipped from within the Premises in connection with Sublessee's occupancy and use thereof, in accordance with all applicable rules, regulations, orders, ordinances, statutes, codes and laws. For purposes of this Sublease, "Hazardous Substances" shall include, but not be limited to petroleum or petroleum related materials and/or substances defined as

“hazardous substances”, hazardous materials”, “hazardous waste” or “toxic substances” in any federal, state or local laws or regulations adopted or publications promulgated pursuant to said laws (hereinafter collectively referred to as the “Laws”). Sublessee shall at Sublessee’s sole cost and expense, comply fully with all requirements of the Laws applicable to Sublessee’s use of the Premises and obligations contained herein.

16.02 Cleanup of Hazardous Substances. In the event of a release, leak, spill, or threatened or actual contamination or deterioration of the Premises or groundwater by a Hazardous Substance, other than those which can be shown to have been present in, on or under the Premises prior to the Commencement Date, whether the result of an act or omission of Sublessee or its agents, employees, contractors, licensees, or invitees or any other third parties, Sublessee shall, immediately notify Sublessor, the County, and all appropriate health, safety and environmental regulatory agencies. Sublessee hereby covenants and agrees to implement and complete, at its sole cost and expense, and to the satisfaction of Sublessor and the County, all investigation and remediation measures required by such agency or agencies. If Sublessee fails to take such action Sublessor may, but shall not be obligated to, take such action. In such event, all costs incurred by Sublessor or the County with respect to such cleanup activities shall be for the account of Sublessee and Sublessee shall promptly make reimbursement therefore. Sublessee shall not take any remedial action in response to the presence of any Hazardous Substances in any way connected with the Premises, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Premises without first notifying the Sublessor and the County of Sublessee’s intention to do so and affording Sublessor and the County ample opportunity to appear, intervene or otherwise appropriately assess and protect its interest and respect thereto.

16.03 Hazardous Substances from Subtenants or Assignees. As between Sublessor and Sublessee, Sublessee shall bear responsibility for the presence of any Hazardous Substances as a result of a subtenant’s or assignee’s activities, whether before, during or after construction, in or around any part of the Premises or the soil, groundwater or soil vapor on or under the Premises. Upon demand by Sublessor, Sublessee shall defend any investigation, action or proceeding alleging the presence of any Hazardous Substances in any such location, which affects the Premises or which is brought or commenced against Sublessor or the County, whether alone or together with Sublessee or any other person, all at Sublessee’s own cost and by counsel to be approved by Sublessor. In the alternative, Sublessor or the County may elect to conduct its own defense at the expense of Sublessee.

16.04 Compliance Regarding Hazardous Substances. Sublessee shall comply and cause all occupants of the Premises to comply with all statutes, codes, regulations, rules, ordinances, orders and other laws governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert

which apply or pertain to the Premises, Sublessee's use of the Premises or of the facilities of the Airport. Sublessee acknowledges that the presence of Hazardous Substances may permanently and materially impair the value and use of the Premises.

16.05 Notice Regarding Hazardous Substances. Sublessee shall promptly notify Sublessor and the County if Sublessee knows, suspects or believes that there may be any Hazardous Substances in or around the Premises, or in the soil, groundwater or soil vapor on or under the Premises, or that Sublessee or the Premises may be subject to any threatened or pending investigation by any governmental agency under any statute, code, regulation, rule, ordinance, order or other law pertaining to any Hazardous Substance.

16.06 Site Visits, Observations and Testing. Sublessor, the County, and their agents and representatives shall have the right from time to time to enter and visit the Premises to make observations of the Premises, take and remove soil or groundwater samples, and conduct tests. Sublessor is under no duty, however, to visit or observe the Premises or to conduct tests. No site visit, observation or testing by Sublessor shall result in a waiver of any default of Sublessee or impose any liability on Sublessor. In no event shall any site visit, observation or testing by Sublessor be a representation that Hazardous Substances are or are not present in, on or under the Premises or that there has been compliance with any statute, code, regulation, rule, ordinance, order or other law pertaining to Hazardous Substances. Neither Sublessee nor any other party is entitled to rely on any site visit, observation or testing by Sublessor. Sublessor shall not be obligated to disclose to Sublessee or any other party any report or finding made as a result, or in connection with, any site visit, observation or testing by Sublessor. Sublessor shall not be obligated to disclose to Sublessee or any other party any report or finding made as a result, or in connection with, any site visit, observation or testing by Sublessor. In each instance, Sublessor shall give Sublessee reasonable notice before entering the Premises.

16.07 Business Response Plan. Sublessee must conform with the Murrieta Executive Airpark "Business Response Plan" on file with the Airport Fire Marchall in accordance with the Health and Safety Code.

17.0 Sublessee Rights and Obligations. Sublessor grants to Sublessee all rights and benefits with respect to the Premises that are granted to Sublessor under the terms of the Master Lease. Sublessee assumes and agrees to perform all obligations and duties with respect to the Premises that have been assumed by Sublessor in the Master Lease. Sublessee shall have the right at any time to take any action required to be taken, but not timely taken, by Sublessor, which may be necessary to prevent or cure a default under the terms of the Master Lease. To the extent that the County fails or refuses to perform its obligations under the Master Lease with respect to the leased Premises, Sublessor shall perform such obligations. Further, Sublessor agrees not to modify or surrender the Master Lease as it relates to this Sublease and the Premises, without the prior consent of Sublessee, and any modification or surrender made without such consent shall be null and void and shall have no effect on the rights of Sublessee under this Sublease.

18.0 Notices. Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties set forth below:

Sublessor
Murrieta Executive Air Park, LLC
2262 Rutherford Road, Suite 103
Carlsbad, CA 92008
Attn: Kevin Stumm

Sublessee
Brenwest Leasing, Inc.
38332 Corte Alegria
Temecula, CA 92592
Attn: Brian Murphy

19.0 Taxes. In the event a possessory interest tax or property tax is levied by the appropriate County or State taxing authority, Sublessee shall be solely responsible for payment of Sublessee's pro rata share of such tax.

20.0 Protection of Lenders.

20.01 Subordination. Sublessor shall have the right to subordinate this Sublease to any deed of trust or mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Sublessee shall cooperate with Sublessor and any lender which is acquiring a security interest in the Premises or the Sublease. Sublessee shall execute such further documents and assurances as such lender may require, provided that Sublessee's obligations under this Sublease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Sublessee shall not be deprived of its rights under this Sublease. Sublessee's right to quiet possession of the Premises during the Sublease Term shall not be disturbed if Sublessee pays the rent and performs all of Sublessee's obligations under this Sublease and is not otherwise in default. If any beneficiary or mortgagee elects to have this Sublease prior to the lien of its deed of trust or mortgage and gives written notice thereof to Sublessee, this Sublease shall be deemed prior to such deed of trust or mortgage whether this Sublease is dated prior or subsequent to the date of said deed of trust or mortgage or the date of recording itself.

20.02 Attornment. If Sublessor's interest in the Premises is acquired by any beneficiary under a deed of trust, mortgage, or purchaser at a foreclosure sale, Sublessee shall attorn to the transferee of or successor to Sublessor's interest in the Premises and recognize such transferee or successor as Sublessor under this Sublease. Sublessee waives the protection of any statute or rule of law which gives or purports to give Sublessee any right to terminate this Sublease or surrender possession of the Premises upon the transfer of Sublessor's interest.

20.03 Signing of Documents. Sublessee shall sign and deliver any instrument or

documents necessary or appropriate to evidence any such attornment or subordination or agreement to do-so. Sublessee has ten (10) days to do so after written request.

20.04 Estoppel Certificates.

20.04.01 Unless Sublessee has entered into a direct lease with the County, upon Sublessor's written request, Sublessee shall execute, acknowledge and deliver to Sublessor a written statement certifying: (i) that none of the terms or provisions of this Sublease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Sublease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Sublessor is not in default under this Sublease (or, if Sublessor is claimed to be in default, stating why); and (v) such other representations or information with respect to Sublessee.

20.04.02 If Sublessee does not deliver such statement to Sublessor within ten (10) days, Sublessor, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Sublease have not been changed except as otherwise represented by Sublessor; (ii) that this Sublease has not been canceled or terminated except as otherwise represented by Sublessor; (iii) that not more than one years Base Rent or other charges have been paid in advance, and (iv) that Sublessor is not in default under the Sublease. In such event, Sublessee shall be estopped from denying the truth of such facts.

20.05 Sublessee's Financial Condition. Unless Sublessee has entered into a direct lease with the County, within ten (10) days after written request from Sublessor, Sublessee shall deliver to Sublessor such financial statements as Sublessor reasonably requires to verify the net worth of Sublessee or any assignee, subtenant, or guarantor of Sublessee. In addition, Sublessee shall deliver to any lender designated by Sublessor any financial statements required by such lender to facilitate the financing or refinancing of the Premises. Sublessee represents and warrants to Sublessor that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Sublease.

21.0 Time. Time is of the essence.

22.0 Entire Agreement. This Sublease contains all agreements between Sublessor and Sublessee with respect to any matter mentioned herein. This Sublease may be modified only by a writing signed by the parties in interest at the time of the modification.

23.0 Applicable Law. This Sublease shall be governed by the laws of the State of California.

24.0 No Waiver. Sublessor's waiver of any provision of this Sublease shall not be deemed a waiver of any other provision hereof, or of any subsequent breach by Sublessee of the same or any other provision. Sublessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Sublessor's consent to, or approval of, any subsequent act by Sublessee.

25.0 Partial Invalidity. The invalidity or unenforceability of any provision of this Sublease or the application thereof to any person or circumstances shall in no way affect the validity of any other provision or its application to any other person or circumstances.

26.0 Interpretation. The captions of the Sections of this Sublease are to assist the parties in reading this Sublease and are not a part of the terms or provisions of this Sublease. Whenever required by the context of this Sublease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Sublessee, the term "Sublessee" shall include Sublessee's agents, employees, contractors, invitees, successors or others using the Premises with Sublessee's expressed implied permission.

27.0 Corporate Authority; Partnership Authority. If Sublessee is a corporation, each person signing this Sublease on behalf of Sublessee represents and warrants that he has full authority to do so and that this Sublease binds the corporation. Within thirty (30) days after this Sublease is signed, Sublessee shall deliver to Sublessor a certified copy of a resolution of Sublessee's Board of Directors authorizing the execution of this Sublease or other evidence of such authority reasonably acceptable to Sublessor. If Sublessee is a partnership, each person or entity signing this Sublease for Sublessee represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this Sublease binds the partnership and all general partners of the partnership. Sublessee shall give written notice to Sublessor of any general partner's withdrawal or addition. Within thirty (30) days after this Sublease is signed, Sublessee shall deliver to Sublessor a copy of Sublessee's recorded statement of partnership or certificate of limited partnership.

28.0 Joint and Several Liability. All parties signing this Lease as Sublessee shall be jointly and severally liable for all obligations of Sublessee.

29.0 Force Majeure. If Sublessor cannot perform any of its obligations due to events beyond Sublessor's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Sublessor's control include, but are not limited to, acts of God, war, terrorism, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

30.0 Execution of Lease. This Lease may be executed in counterparts and, when all

counterpart documents are executed, the counterparts shall constitute a single binding instrument.

31.0 Negotiated Agreement. The parties hereby acknowledge, agree and understand that this Sublease and its wording have been arrived at through a process of negotiation between the parties in which each party participated to the fullest extent desired by that party and that neither party is to be deemed the party who prepared this Lease or the party who caused any uncertainty to exist within the meaning of California Civil Code Section 1654.

32.0 Intentional Interference. If the Subleasee creates any intentional interference with business and economic opportunities of the Sublessor, the Sublessor will have the right to terminate the Lease.

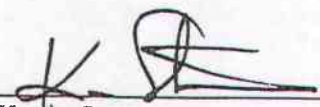
SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Sublease as of the day and year first above written.

SUBLESSOR:

MURIETTA EXECUTIVE AIR PARK MEA, LLC.

a California limited liability company

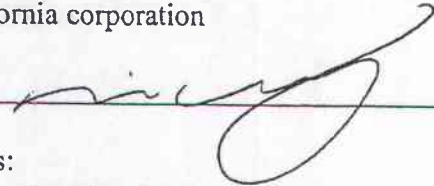
By: 
Kevin Stumm

By: 
Russell Erickson

Address:
Murrieta Executive Air Park, LLC
2262 Rutherford Road, Suite 103
Carlsbad, CA 92008
Attn: Kevin Stumm

SUBLESSEE:

Brenwest Leasing, Inc.
A California corporation

By: 

By: _____

Address:
Brenwest Leasing, Inc.1
38332 Corte Alegria
Temecula, CA 92592
Attn: Brian Murphyl

ATTACHMENT C

Consent to Assignment

CONSENT TO ASSIGNMENT

(Brenwest Leasing, Inc., Unit No. 5)

The County of Riverside ("County") hereby consents to the Membership Interest Redemption Agreement ("Agreement") and Assignment and Assumption to Sublease ("Assignment"), of Brenwest Leasing, LLC, a California limited liability company ("Brenwest") interest as sublessee in that certain Sublease (defined below) to Kenneth Murphy and consequently Avialease, LLC, a California limited liability company owned by Kenneth Murphy, as set forth in the Agreement dated June 30, 2020, attached hereto as Attachment "A" and incorporated herein by this reference ("Assignment"). Pursuant to the Assignment, Brenwest transferred and assigned to Kenneth Murphy ("Assignee") all of Brenwest's rights, title, interest and obligations ("Rights and Obligations") under that certain Sublease dated December 16, 2002 ("Sublease") between Murrieta Executive Air Park MEA, LLC, a California limited liability corporation, ("MEA") (as sublessor) and ("Brenwest"), (as sublessee). The Sublease pertains to that certain Unit No. 5 (identified as Hangar 1A) located at French Valley Airport in Murrieta, California, as more particularly described on Exhibit "B" to the Sublease.

The Sublease is subject to that certain Lease (French Valley Airport) by and between the County (as Lessor) and MEA (as Lessee), dated December 1, 2002, as amended by that certain First Amendment to Lease (French Valley Airport) dated March 23, 2004, and that certain Second Amendment to Lease (French Valley Airport) dated June 27, 2006 (collectively, the "Lease"), relating to the lease of approximately 3.5 acres of vacant land, located at the French Valley Airport, as more fully described in Exhibit "A" to the Lease.

In reliance upon the assumption by Assignee of all Rights and Obligations under the Sublease as set forth in the attached Assignment, the County does hereby consent to the assignment of the Rights and Obligations by Brenwest to Assignee and Assignee's assumption thereof. Consent hereof by the County shall not be construed to relieve or release (i) Brenwest from its duty to comply with any obligations under the Sublease, and (ii) MEA from its duty to comply with any obligations under the Lease.

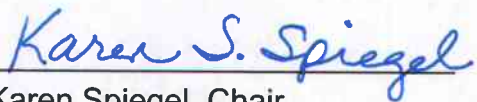
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[Signatures on Following Page]

Page 1 of 2

IN WITNESS WHEREOF, the County of Riverside has executed this Consent to Assignment as of the date set forth below.

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

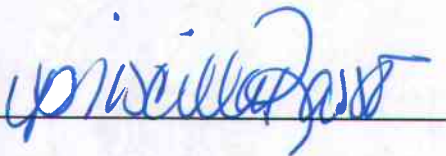


Karen Spiegel, Chair
Board of Supervisors

Date: OCT 26 2021

ATTEST:

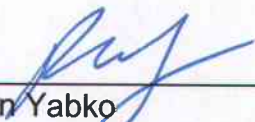
Kecia R. Harper
Clerk of the Board

By: 

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel



Ryan Yabko
Deputy County Counsel

ATTACHMENT D

Consent to Transfer Hangar
Membership Interest Redemption Agreement

**CONSENT TO TRANSFER HANGAR
MEMBERSHIP INTEREST REDEMPTION AGREEMENT**

The County of Riverside, (County) hereby consents to the Membership Interest Redemption Agreement (“Agreement”) dated June 30, 2020 between Kenneth Murphy (“Seller”) and Brenwest Leasing, LLC, a California limited liability company (“Buyer”), relating to that certain Unit No. 5 (identified as Hangar 1A), located at the French Valley Airport, Murrieta, California, more specifically listed in Exhibit A “Properties to be Distributed in Redemption” of said Agreement. The Membership Interest Redemption Agreement is attached hereto as Exhibit A and incorporated herein by this reference.

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

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the County has caused its duly authorized representative to execute this Consent to Transfer Hangar Membership Redemption Agreement as of the date set forth below.

Date: OCT 26 2021

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: [Signature]
(SEAL)

APPROVED AS TO FORM
Gregory P. Priamos, County Counsel

By: [Signature]
Ryan Yabko
Deputy County Counsel

Brian Murphy hereby acknowledges, agrees and consents to all of the terms set forth in this Consent to Membership Interest Redemption Agreement.

By: 
Brian Murphy, Manager
Brenwest Leasing, LLC

Dated: 9-7-21

EXHIBIT A

MEMBERSHIP INTEREST REDEMPTION AGREEMENT

(behind this page)

Membership Interest Redemption Agreement

between

KENNETH MURPHY

and

BRENWEST LEASING, LLC

dated as of

June 30th 2020

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MEMBERSHIP INTEREST REDEMPTION AGREEMENT

This Membership Interest Redemption Agreement (this "Agreement"), dated as of June 30th, 2020, is entered into between Kenneth Murphy ("Seller") and Brenwest Leasing, LLC, a California limited liability company ("Buyer" or "Company").

RECITALS

WHEREAS, Seller owns 45% of the outstanding membership interests (the "Membership Interests") of the Buyer;

WHEREAS, Seller owns 900 of the issued and outstanding shares of common stock, (the "Shares"), of BBK Industries, Inc., a California corporation ("BBK Industries"), which Shares represent ownership of forty-five percent (45%) of the outstanding shares of common stock of BBK Industries; and

WHEREAS, Seller owns forty-five percent (45%) of the outstanding membership interests (the "LLC Interests") of Brother's Performance, LLC, a Florida limited liability company, BBK Performance, LLC, a Florida limited liability company and Speed Holdings, LLC, a Florida limited liability company (the "LLCs");

WHEREAS, Seller owns forty-five percent (45%) of (a) the outstanding membership interests in Breneast Leasing, LLC, a Florida limited liability company and (b) 2012 Railroad Street, Corona, CA (the "Other Real Estate Interests") and Brian Murphy owns the remaining fifty-five percent (55%) of the Other Real Estate Interests;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase and redeem from Seller, the Membership Interests, subject to the terms and conditions set forth herein;

WHEREAS, as a condition to the closing of the purchase, redemption and sale of the Membership Interests contemplated by this Agreement, the Seller and Brian Murphy wish to effectuate a sale of the Shares, LLC Interests and Other Real Estate Interests from Seller to Brian Murphy pursuant to a Purchase Agreement between Seller and Brian Murphy dated of even date herewith ("Purchase Agreement"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined herein), Seller shall sell to Buyer, and Buyer shall purchase and redeem from Seller, all of Seller's right, title, and interest in and to the Membership Interests, free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance ("Encumbrance"), for the consideration specified in Section 1.02. For purposes hereof, all of Seller's right, title, and interest in and to the Membership Interests shall include, but is not limited to, (a) the Seller's capital account in the Company, (b) the Seller's right to share in the distributions and allocations of profits and losses of the Company, (c) the Seller's right to a

distributive share of the assets, (d) the Seller's right to receive distributions from the Company, and (e) the exercise of all member rights, including the voting rights attributable to the Membership Interests.

Section 1.02 Purchase Price. Concurrent with the execution and delivery of this Agreement, the Buyer shall assign, deed, sell, convey and distribute to Assignor the real estate interests ("Real Estate"), the Buyer's entire interest in and under the F70 Hangar lease ("F70 Hangar lease") and aircraft ("Aircraft") described on Exhibit "A" attached hereto as consideration for the Interests by delivering to Assignor one or more real estate deeds, bills of sale and/or instruments to complete the Redemption ("Purchase Price"). The Real Estate is presently encumbered by certain mortgage indebtedness ("Current Mortgage"). The Seller and Buyer agree that to the extent that Brian Murphy receives a dollar for dollar credit against the purchase price payable to Seller under the Purchase Agreement, the Buyer shall assume or otherwise satisfy \$832,715.26 of the Current Mortgage at the Closing ("Assumption").

Section 1.03 Section 736 Redemption. It is the intent of the Parties to this Agreement that the redemption of the Seller's membership interests in the Company be treated as a redemption under Section 736 of the Internal Revenue Code of 1986, as amended ("Code") to the fullest extent permitted.

Section 1.04 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement and the execution of the Purchase Agreement (the "Closing Date") at the offices of Foley & Lardner LLP, One Independent Drive, Suite 1300, Jacksonville, FL 32202, or such other time, place or manner as the parties may mutually agree upon. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 pm EST on the Closing Date.

Section 1.05 Transfer Taxes. Seller shall pay, and shall reimburse Buyer for, any sales, use, or transfer taxes, documentary charges, recording fees, or similar taxes, charges, fees, or expenses, if any, that become due and payable as a result of the transactions contemplated by this Agreement.

Section 1.06 Withholding Taxes. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any provision of tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this ARTICLE II are true and correct as of the date hereof. For purposes of this ARTICLE II, "Seller's knowledge," "knowledge of Seller," and any similar phrases shall mean the actual or constructive knowledge of Seller, after due inquiry.

Section II.01 Organization and Authority of Seller; Enforceability. Seller has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Seller of this Agreement and the documents to be

delivered hereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and, assuming due authorization, execution, and delivery by Buyer, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section II.02 No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Seller; (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration, or modification of, any obligation or loss of any benefit under any contract or other instrument to which Seller is a party; (c) result in any violation, conflict with, or constitute a default under the Company's organizational documents; or (e) result in the creation or imposition of any Encumbrance on the Membership Interests. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby. For purposes of this Agreement, the term "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

Section II.03 Legal Proceedings. There is no claim, action, suit, proceeding, or governmental investigation (collectively, "Action") of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Membership Interests; or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section II.04 Ownership of Membership Interests.

(a) Seller is the sole legal, beneficial, record, and equitable owner of the Membership Interests, free and clear of all Encumbrances whatsoever other than the Operating Agreement.

(b) To Seller's Knowledge, the Membership Interests were issued in compliance with applicable laws. To Seller's Knowledge, the Membership Interests were not issued in violation of the organizational documents of the Buyer or any other agreement, arrangement, or commitment to which Seller or the Buyer is a party and are not subject to or in violation of any preemptive or similar rights of any Person.

(c) Other than the organizational documents of the Buyer, there are no voting trusts, proxies, or other agreements or understandings in effect with respect to the voting or transfer of any of the Membership Interests.

Section II.05 Operating Agreement. Attached hereto as Exhibit B is a true, complete, and current copy of the Operating Agreement, which agreement is in full force and effect and is the only agreement in effect with respect to the matters described therein.

Section II.06 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section II.07 Non-Foreign Status. Seller is not a foreign person as such term is used in Section 1446(f) of the Internal Revenue Code of 1986, as amended ("Code") or Treasury Regulation Section 1.1445-2.

Section II.08 Taxes. To Seller's Knowledge, (a) all tax returns (including information returns) required to be filed on or before the Closing Date by the Company have been timely filed, (b) all such tax returns are true, complete and correct in all respects, (c) all taxes due and owing by the Company (whether or not shown on any tax return) have been timely paid, (d) all deficiencies asserted, or assessments made, against the Company as a result of any examinations by any taxing authority have been fully paid, and (e) there are no pending or threatened actions by any taxing authority.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE III are true and correct as of the date hereof. For purposes of this ARTICLE III, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean the actual or constructive knowledge of any director or officer member/manager or officer of Buyer, after due inquiry.

Section III.01 Organization and Authority of Buyer; Enforceability. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of California. Buyer has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and, assuming due authorization, execution, and delivery by Seller, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section III.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the articles of organization or certificate of formation, operating agreement or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Buyer. No consent, approval, waiver, or authorization

is required to be obtained by Buyer from any Person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section III.03 Investment Purpose. Buyer is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Membership Interests are not registered under the Securities Act of 1933, as amended, or registered under any state securities laws, and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Buyer is able to bear the economic risk of holding the Membership Interests for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

Section III.04 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section III.05 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE IV CLOSING DELIVERIES

Section IV.01 Seller's Deliveries. At the Closing, Seller shall deliver to Buyer the following:

(a) The assignment and assumption agreement, in the form attached hereto as Exhibit "C" (the "Assignment and Assumption"), executed by Seller.

(b) Copies of the resignation or resignations of the Seller serving on the management committee, or similar governing body, of the Company or as an officer of the Company, such resignation to be effective as of the date hereof.

(c) A certificate meeting the requirements of IRS Notice 2018-29 and Treasury Regulations Section 1.1445-2(b) (modified to take into account Section 1446(f) of the Code) that Seller is not a foreign person within the meaning of Section 1446(f) or Section 1445 of the Code.

(d) Assignment and Assumption of the F70 Hangar lease, executed by Seller.

Section IV.02 Buyer's Deliveries. At the Closing, Buyer shall deliver the following to Seller: Bill of sale for the Aircraft.

- (b) The Assignment and Assumption, executed by Buyer.
- (c) Deeds in recordable form for the real estate listed on Exhibit "A"
- (d) Assignment and Assumption of the F70 Hangar lease, executed by Buyer.

ARTICLE V TAX MATTERS

Section V.01 Allocation of Company Income and Loss. Buyer and Seller shall request that the Company allocate all items of Company income, gain, loss, deduction, or credit attributable to the Membership Interests for the taxable year of the Closing based on a closing of the Company's books as of the Closing Date.

Section V.02 754 Election. Buyer and Seller shall request that the Company make an election under Section 754 of the Code.

Section V.03 Tax Audit Procedures. Buyer and Seller shall request that the Company agree (a) not to elect into the partnership audit procedures enacted under Section 1101 of the Bipartisan Budget Act of 2015 ("BBA Procedures") for any tax year beginning before January 1, 2018; (b) to annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Section 6221(b) of the Code; and (c) for any year in which applicable law and regulations do not permit the Company to elect out of the BBA procedures and in which it receives a notice of final partnership adjustment, to timely elect the alternative procedure under Section 6226 of the Code.

ARTICLE VI INDEMNIFICATION

Section VI.01 Survival of Representations and Covenants. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section VI.02 Indemnification By Seller. Subject to the other terms and conditions of this ARTICLE VI, Seller shall defend, indemnify, and hold harmless Buyer, its Affiliates and their respective shareholders, members, directors, managers, officers, and employees from and against:

(a) all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including reasonable attorneys' fees and disbursements (collectively, a "Loss"), arising from or relating to any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document delivered in connection herewith;

(b) any Loss arising from or relating to any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement or any document delivered in connection herewith; or

(c) the amount of any imputed underpayment (as described in Section 6225 of the Code) imposed on the Company and allocable to the Seller or attributable to the Membership Interests during taxable years, or portions thereof, when the Seller owned the Membership Interests (the "Seller Ownership Period"), or any other income tax assessment imposed on the Company under any similar provision of state or local law and allocable to the Seller or attributable to the Membership Interests during the Seller Ownership Period.

For purposes of this Agreement, "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

Section VI.03 Indemnification By Buyer. Subject to the other terms and conditions of this ARTICLE VI, Buyer shall defend, indemnify, and hold harmless Seller, its Affiliates, and their respective shareholders, members, directors, managers, officers, and employees from and against all Losses arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document delivered in connection herewith; or

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement or any document delivered in connection herewith.

Section VI.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations hereunder. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

Section VI.05 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VI, the Indemnifying Party shall satisfy its obligations within 15 business days of such agreement or final, non-appealable adjudication by

wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 business day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to 10% per annum. Such interest shall be calculated daily on the basis of a 360 day year and the actual number of days elapsed.

Section VI.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by applicable law.

Section VI.07 Effect of Investigation. Buyer's right to indemnification or other remedy based on the representations, warranties, covenants, and agreements of Seller contained herein will not be affected by any investigation conducted by Buyer, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or agreement.

Section VI.08 Cumulative Remedies. The rights and remedies provided in this ARTICLE VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VII MISCELLANEOUS

Section VII.01 Expenses. Except as otherwise provided in Section 1.04, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section VII.02 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section VII.03 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.03):

If to Seller:

Kenneth Murphy
Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]

with a copy (which shall not constitute notice) to:

[SELLER LAW FIRM ADDRESS]
Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]
Attention: [ATTORNEY NAME]

If to Buyer:

Brian Murphy
Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]

with a copy (which shall not constitute notice) to:

Foley & Lardner LLP
Attn: Robert S. Bernstein, Esq.
One Independent Drive, Suite 1300
Jacksonville, FL 32202
Facsimile: 904.359.8700
Email: rbernstein@foley.com

Section VII.04 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section VII.05 **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section VII.06 **Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith, the Exhibits, and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the terms and provisions in the body of this Agreement shall control.

Section VII.07 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section VII.08 **No Third-Party Beneficiaries.** Except as provided in ARTICLE VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section VII.09 **Amendment and Modification**

. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Section VII.10 **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section VII.11 **Governing Law.** All matters arising out of or relating to this Agreement and all related documents shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Section VII.12 **Submission to Jurisdiction.** Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Ocala and County of Marion, Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

Section VII.13 **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto (a) agrees that it shall not oppose the granting of such specific performance or relief and (b) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

Section VII.14 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

ASSIGNOR:



Kenneth Murphy

COMPANY:

BRENWEST LEASING, LLC

By: _____
Brian Murphy, Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.


ASSIGNOR:

Kenneth Murphy

COMPANY:

BRENWEST LEASING, LLC

By:



Brian Murphy, Manager

Exhibit A

Properties to be Distributed in Redemption

1. 27440 Bostik Court, Temecula, CA
2. 9097 Pulsar Ct, Corona, CA
3. 9145 Pulsar Ct., Corona, CA
4. 9121 Pulsar Ct., Corona, CA
5. MITSUBISHI MU-2B-60 SN 1522SA Tail No: N78PK
6. All interests in F70 Hangar lease

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Brian Murphy
3060 Performance Circle
Deland, FL 32724

Mail Tax Statements To:

Brian Murphy
3060 Performance Circle
Deland, FL 32724

(Space Above for Recorder's Use)

DOCUMENTARY TRANSFER TAX
\$ _____

- Computed on the consideration or value of property conveyed; OR
- Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

APN: _____

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BRENWEST LEASING LLC hereby GRANTS to KENNETH MURPHY, the real property located at 27440 Bostik Ct., in the City of Corona, County of Riverside, State of California. The legal description of the property is as follows:

Parcel 8 of Parcel Map 28471-1, on file in Book 189, pages 95, 96, 97 and 98 of Parcel Maps, Records of Riverside County, California

SUBJECT TO:

1. **Nondelinquent general and special real property taxes and assessments.**
2. **All other covenants, conditions, restrictions, reservations, right, rights of way, easements and other matters of record.**

DATED: 6-30-2020

"Seller":

BRENWEST LEASING, LLC

By: [Signature]

Brian Murphy, Manager

ACKNOWLEDGMENT

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

State of ~~California~~ Florida)
County of ~~Orange~~ Volusia)

On June 30, 2020, before me, Tara Tyminski,
(insert name and title of the officer)

Notary Public, personally appeared BRIAN MURPHY, on behalf of Brenwest Leasing, LLC who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]

NOTARY PUBLIC
STATE OF FLORIDA
TARA TYMINSKI
MY COMMISSION # GG 090968
EXPIRES: August 5, 2021
Bonded Thru. Budget Notary Services
(Seal)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Brian Murphy
3060 Performance Circle
Deland, FL 32724

Mail Tax Statements To:

Brian Murphy
3060 Performance Circle
Deland, FL 32724

(Space Above for Recorder's Use)

DOCUMENTARY TRANSFER TAX

\$ _____

- Computed on the consideration or value of property conveyed; OR
- Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax – Firm Name

APN: _____

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BRENWEST LEASING LLC hereby GRANTS to KENNETH MURPHY, the real property located at 9121 Pulsar Ct., 9145 Pulsar Ct. and 9097 Pulsar Ct., in the City of Corona, County of Riverside, State of California. The legal description of the property is as follows:

Parcel A

PARCELS 3 AND 4 OF PARCEL MAP NO. 28834, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 210, PAGES 66 THROUGH 69 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILD ROSE

BUSINESS PARK", UPON THE TERMS AND CONDITIONS SET FORTH THEREIN, RECORDED MAY 10, 2000 AS INSTRUMENT NO. 2000-175892 AND RECORDED NOVEMBER 27, 2000 AS INSTRUMENT NO. 2000-470434, OF OFFICIAL RECORDS.

SUBJECT TO:

1. Nondelinquent general and special real property taxes and assessments.
2. All other covenants, conditions, restrictions, reservations, right, rights of way, easements and other matters of record.

DATED: 6-30-2020

"Seller":

BRENWEST LEASING, LLC

By: [Signature]
Brian Murphy, Manager

ACKNOWLEDGMENT

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

State of ~~California~~ Florida)
County of ~~Orange~~ Volusia)

On June 30, 2020 before me, Tara Tyminski
(insert name and title of the officer)

Notary Public, personally appeared BRIAN MURPHY, on behalf of Brenwest Leasing, LLC who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY PUBLIC
STATE OF FLORIDA
TARA TYMINSKI
MY COMMISSION # GG 090968
EXPIRES: August 5, 2021
Bonded Thru Budget Notary Services

Signature Tara Tyminski

(Seal)

Exhibit B
LLC OPERATING AGREEMENT

Exhibit C

IRREVOCABLE MEMBERSHIP INTEREST TRANSFER POWER

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the undersigned, KENNETH MURPHY, individually ("Assignor"), hereby assigns, transfers, and conveys to BRENWEST LEASING, LLC ("Assignee"), all of the Assignor's right, title, and interest, directly and indirectly, in and to the units of membership interest ("Units") in Assignee such that after the assignment, Assignor individually shall have no right, title, or interest, directly or indirectly, in the Units in the Assignee, and the undersigned hereby irrevocably appoints the manager, Brian Murphy, as the undersigned attorney-in-fact to transfer the Units of Assignee on the books of Assignee with full power of substitution in the premises.

ASSIGNOR:



Kenneth Murphy

ATTACHMENT E

Decline of Right of First Refusal and Consent to Assignment of Sublease

DECLINE OF RIGHT OF FIRST REFUSAL

AND

CONSENT TO ASSIGNMENT OF SUBLEASE

Reference is made to certain Sublease dated December 1, 2002 (Sublease), by and between Murrieta Executive Air Park MEA, LLC, a California corporation (MEA), as Sublessor, and Brenwest Leasing, Inc., as Sublessee, pertaining to the premises described as Murrieta Executive Air Park, consisting of approximately 1/12 acre/3600 square feet of land, including one metal construction hangar identified as Unit No. five (5), located at French Valley Airport, City of Murrieta, County of Riverside, State of California.

1. MEA confirms that it was informed of offer to purchase Unit No. five (5) pursuant to Section 13.04 of the Sublease by Brenwest Leasing, Inc.. MEA hereby declines to exercise its Right of First Refusal to purchase Unit No. five (5).

**DECLINE OF RIGHT OF FIRST REFUSAL
AND CONSENT TO ASSIGNMENT OF SUBLEASE**

THE UNDERSIGNED HEREBY CONSENTS TO DECLINE OF THE ABOVE RIGHT OF FIRST REFUSAL
AND CONSENTS TO ABOVE ASSIGNMENT OF SUBLEASE

MURRIETA EXECUTIVE AIR PARK, MEA
A California Limited Liability Company

Executed on: 7/21/20

BY: 
Kevin Stumm

Exhibit A – Master Sublease

Exhibit B – Aircraft Hangar Purchase Agreement

ATTACHMENT F

Master Lease and All Amendments

FV-land
4 acres

1 LEASE

2 (FRENCH VALLEY AIRPORT)

3 The COUNTY OF RIVERSIDE, herein called County, leases to Murrieta Executive Air Park
4 MEA, LLC, a California Corporation, herein called Lessee, the property described below
5 under the following terms and conditions:

6 1. Recitals.

7 (a) County owns approximately four (4) acres of vacant land at the
8 French Valley Airport, County of Riverside, California.

9 (b) County desires to lease said property to Lessee for the construction
10 of aircraft hangars and aviation related buildings.

11 (c) Lessee desires to lease said property from the County, for the
12 construction of aircraft storage hangars, and aviation related buildings.

13 2. Description. The premises leased hereby are located within the French
14 Valley Airport, County of Riverside, California, and consist of approximately 152,460
15 square feet of vacant land, being legally described in Exhibit "A," attached hereto and
16 incorporated by reference herein. Said property is hereafter referred to as the "Leased
17 Premises."

18 3. Term.

19 (a) This lease shall commence the first day of the month following
20 execution by all parties thereto and terminate thirty (30) years thereafter, term of thirty (30)
21 years.

22 (b) With respect to the Leased Premises and subject to the provisions of
23 paragraphs 5, 8, 12(c), 17, and 18 hereof, and provided that the Lessee, at the time of
24 exercising of the option, is in full compliance with all the terms of this Lease, the Lessee
25 shall have the option to extend this Lease for a period of ten (10) years.

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

1 4. Use.

2 (a) The Leased Premises is leased hereby for the following purposes:

3 (1) Provide aircraft storage inside hangar buildings.

4 (b) The leased premises shall not be used for any purpose other than in
5 paragraph 4 (a) without first obtaining the written consent of County, which consent shall
6 not be unreasonably withheld.

7 5. Rent.

8 (a) Commencing after the construction rate reduction period, as referred
9 to below in 5b, Lessee shall pay to Lessor as base rent for the use and occupancy of the
10 Leased Premises, monthly rent equal to two thousand six hundred twenty five dollars
11 (\$2,625.00). Said rent is due and payable in advance on the first of each month.

12 (b) During construction of the leased premises, Lessee shall pay a
13 monthly rent equal to one thousand three hundred twelve dollars and fifty
14 cents (\$1,312.50), not to exceed twelve (12) months from the date of Lease execution by
15 all parties. Rent shall then be paid as described in paragraph 5(a) above.

16 (c) Beginning July 1, 2005, and every fifth (5th) year thereafter, the basic
17 monthly rent shall be one-twelfth (1/12) of eight percent (8%) of the appraised fair market
18 land value, excluding Lessee's improvements. A property appraisal for this purpose is to
19 be performed by an independent certified appraiser, mutually acceptable to County and
20 Lessee, knowledgeable in aviation appraising, in good standing with the American Institute
21 of Real Estate Appraisers and to be procured by the County. Once established, said land
22 rent shall be adjusted annually in the manner set forth in Paragraph 5 (d) below.

23 (d) Consumer Price Index. Beginning July 1, 2001 and at each July 1st
24 thereafter, except for dates coinciding with the appraisals conducted every fifth year as
25 referenced in 5(c), the rent shall be adjusted by the percentage change, in the CPI, All
26 Urban Consumers, LA-Anaheim Area for the twelve month period ending two months
27 before the month of rent adjustment under this paragraph. In no event will application of
28 this paragraph result in a monthly rental amount lower than the most previous monthly

1 rental amount.

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

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

9 (b) Employ and maintain on the leased premises sufficient
10 personnel who are trained and skilled in order to competently perform the tasks related to
11 the services being offered.

12 (c) Operate the leased premises and perform services for the use
13 and benefit of the general public without discrimination on the grounds of race, religion,
14 color or national origin or in any manner prohibited by Part 15 of the Federal Aviation
15 Administration Regulations.

16 (d) Operate the leased premises and the facilities thereon in a progressive
17 and efficient manner, charging fair and reasonable prices for each unit or service, said
18 prices being competitive with prices charged by other fixed based operators in the
19 Southern California area. Upon request from County, Lessee shall furnish County with a
20 schedule of all prices for each unit or service offered for sale or lease to the general public.

21 (e) Provide landscaping and janitorial services at its own expense.

22 (f) The Lessee shall observe the Taxiway Object Free Area adjacent to
23 their leasehold to allow the passage of taxiing aircraft. The Taxiway Object Free Area
24 boundary for Taxiway A is one hundred ten (110) feet from the center line of the taxiway.

25 7. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all
26 necessary permits and licenses as it may be required to obtain, and Lessee shall pay all
27 fees and taxes levied or required by any authorized public entity. Lessee recognizes and
28 understands that this lease may create a possessory interest subject to property taxation

1 and that Lessee may be subject to the payment of property taxes levied on such interest.

2 8. On-Site Improvements.

3 (a) Lessee, at its expense, shall construct, or cause to be constructed the
4 following improvements:

5 (1) Within two months of lease execution, Lessee shall submit a
6 plot plan to the Economic Development Agency showing the location and dimensions of
7 all planned improvements. Upon approval of the layout by the Economic Development
8 Agency, Lessee shall submit to the County for building permits. Construction of said
9 improvements shall commence within thirty (30) days after the County approves building
10 permits and be completed within twelve (12) months of Lease execution. The site may be
11 developed in phases subject to the approval of the Economic Development Agency,
12 provided that all construction is completed within twenty four (24) months of Lease
13 execution. Lessee shall obtain performance, material and labor payment bonds in the
14 amounts required by law and determined by County and shall furnish County with copies
15 thereof prior to the commencement of such construction.

16 (b) All improvements to be at lessees sole cost. Lessee shall pay for
17 construction of any required utility extensions and hookups and any access road
18 improvements. Lessee shall pay for all drainage improvements required to comply with
19 French Valley Airport Master Drainage Plan. This Lease is subject to the provisions set
20 forth in Exhibit "C", attached hereto and by this reference made apart of this Lease. All
21 improvements to be submitted to County for approval prior to start of any construction.

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

1 connection therewith.

2 (d) All improvements, alterations and fixtures, shall remain or become as
3 the case may be, the property of County with the exception of trade fixtures as that term
4 is used in Section 1019 of the Civil Code; provided, however, that Lessee shall have the
5 full and exclusive use and enjoyment of such improvements, alterations and fixtures during
6 the term of this lease. At or prior to the expiration of this lease, Lessee shall remove, at its
7 expense, such trade fixtures and restore said leased premises to their original shape and
8 condition as nearly as practicable. In the event Lessee does not so remove such trade
9 fixtures, they shall become the property of the County for no further consideration of any
10 kind and Lessee shall execute any documents that may be required or necessitated
11 conveying its interest in such improvements, alterations and fixtures to County.

12 9. Off-Site Improvements

13 (a) County and Lessee herein acknowledge that Lessee has no fee title
14 interest in or to the Leased Premises.

15 (b) It is understood by the parties hereto that utility services are available
16 in the general vicinity of the leased premises, but in order for the on-site improvements
17 required in Paragraph 7 herein to be fully usable and operational, Lessee, at its expense,
18 shall extend and/or connect, or cause to be extended and/or connected, to any utility
19 service facilities that may be required or desired by Lessee in the use, operation and
20 maintenance of such on-site improvements. After such extensions and/or connections
21 have been made, Lessee shall be responsible for payment of the use of such utility
22 services, without limitation, all electricity, gas, telephone, water and sewer.

23 If necessary, County shall grant right-of-way utility easements to the Lessee for telephone
24 and/or electricity improvements. After such extensions and/or connections have been
25 made, Lessee shall be responsible for payment of the use of any utility services, without
26 limitation, all electricity, gas, telephone and water.

27 (c) Lessee shall obtain, or cause to be obtained performance, material
28 and labor, and payment bonds in the amounts required by law and determined by County

1 and shall furnish County with copies thereof prior to the commencement of such off-site
2 improvements.

3 10. Additional Obligations of Lessee. The Lessee shall maintain the Leased
4 Premises, approaches thereto, and improvements now or hereafter located thereon, in
5 good and sanitary order, condition, and repair, and upon any termination of this Lease,
6 Lessee agrees to surrender said Leased Premises and improvements thereon in such
7 condition, reasonable use and wear thereof and damages by fire, acts of God, war, civil
8 insurrection, or by the elements excepted.

9 11. Compliance with Law. Lessee shall, at its sole cost and expense, comply
10 with all of the requirements of all governmental agencies now in force, or which may
11 hereafter be in force, pertaining to the Leased Premises, and any improvements hereafter
12 constructed or maintained thereon, and Lessee shall faithfully observe all ordinances now
13 or hereafter in force in the use of the Leased Premises.

14 12. County's Reserved Rights.

15 (a) The leased premises are accepted by Lessee subject to any and all
16 existing easements or other encumbrances, and County shall have the right to enter upon
17 the leased premises and to install, lay, construct, maintain, repair and operate such
18 sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil
19 and gas pipelines, and telephone and telegraph power lines and such other facilities and
20 appurtenances necessary or convenient to use in connection therewith, over, in, upon,
21 through, across and along the leased premises or any part thereof. County also reserves
22 the right to grant franchises, easements, rights of way and permits in, over and upon, along
23 or across any and all portions of said leased premises as County may elect; provided,
24 however, that no right of the County provided for in this paragraph shall be so executed as
25 to interfere unreasonably with Lessee's use hereunder, or impair the security of any
26 secured creditor of Lessee. County shall cause the surface of the leased premises to be
27 restored to its original condition (as they existed prior to any such entry) upon the
28 completion of any construction by County or its agents. In the event such construction

1 renders any portion of the leased premises unusable, the rent shall abate pro rata as to
2 such unusable portion during the period of such construction. Any right of County set forth
3 in this paragraph shall not be exercised unless a prior written notice of thirty (30) days is
4 given to Lessee; provided, however, in the event such right must be exercised by reason
5 of emergency, then County shall give Lessee such notice in writing as is reasonable under
6 the existing circumstances.

7 (b) County reserves the right to further develop or improve the aircraft
8 operating area of French Valley Airport as it deems appropriate. County reserves the right
9 to take any action it considers necessary to protect the aerial approaches of the French
10 Valley Airport against obstruction, together with the right to prevent Lessee from erecting
11 or permitting to be erected, any building or other structure on the French Valley Airport,
12 which in the opinion of county, would limit the usefulness of the French Valley Airport or
13 constitute a hazard to aircraft.

14 (c) During the time of war or national emergency, County shall have the
15 right to lease the landing area of the French Valley Airport, or any part thereof, to the
16 United States Government for military use and, if such lease is executed, the provisions
17 of this lease insofar as they are inconsistent with the provisions of such lease to the
18 Government, shall be suspended. In that event, a just and proportionate part of the rent
19 hereunder shall be abated, and the period of such closure shall be added to the term of
20 this lease, or any extensions thereof, so as to extend and postpone the expiration thereof
21 unless. Lessee otherwise elects to terminate this lease.

22 (d) Notwithstanding any provisions herein, this lease shall be subordinate
23 to the provisions of any existing or future agreement between County and the United
24 States, relative to the operation or maintenance of the French Valley Airport, the terms and
25 execution of which have been or may be required as a condition precedent to the
26 expenditure or reimbursement to County of Federal funds for the development of said
27 airport.

28 (e) This lease is subject to the provisions set forth in **Exhibit "B"**

1 (Federally Required Lease Provisions), attached hereto and by this reference made a part
2 of this lease.

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

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

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

19 16. Discrimination or Segregation.

20 (a) Lessee shall not discriminate in Lessee's recruiting, hiring, promotion,
21 demotion or termination practice on the basis of race, religious creed, color, national origin,
22 ancestry, sex, age, physical handicap, medical condition or marital status with respect to
23 its use of the leased premises hereunder, and Lessee shall comply with the provisions of
24 the California Fair Employment and Housing Act (Government Code Sections 12900 et
25 seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto,
26 Executive Order No. 11246 (30 Federal Register 12319), as amended, and all
27 Administrative Rules and Regulations issued pursuant to said Acts and orders with respect
28 to its use of the leased premises.

1 (b) Lessee shall not discriminate against or cause the segregation of any
2 person or group of persons on account of race, religious creed, color, national origin,
3 ancestry, sex, age, physical handicap, medical condition or marital status, in the
4 occupancy, use, tenure or enjoyment of the leased premises, nor shall Lessee, or any
5 person claiming under or through Lessee, establish or permit any such practice or
6 practices of discrimination or segregation with reference to the selection, location, number,
7 use or occupancy of any persons within the leased premises.

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

19 17. Termination by County. County shall have the right to terminate this lease
20 on 30 days written notice served on Lessee, provided Lessee has not cured or taken
21 affirmative steps to cure the default within said 30 days:

22 (a) In the event a petition is filed for voluntary or involuntary bankruptcy
23 for the adjudication of Lessee as debtors.

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

27 (c) In the event of abandonment of the leased premises by Lessee.
28

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

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

7 (f) Failure of Lessee to maintain insurance coverage required herein and
8 to provide evidence of coverage to the County.

9 18. Termination by Lessee(s).

10 Lessee shall have the right to terminate this lease in the event County fails
11 to perform, keep, or observe any of its duties or obligations hereunder; provided, however,
12 that County shall have thirty (30) days in which to correct its breach or default after written
13 notice thereof has been served on it by Lessee; provided, further, however, that in the
14 event such breach or default is not corrected, Lessee may elect to terminate this lease in
15 its entirety or as to any portion of the premises affected thereby, and such election shall
16 be given by an additional thirty (30) day written notice to County.

17 19. Eminent Domain. If any portion of the leased premises shall be taken by
18 eminent domain and a portion thereof remains which is usable by Lessee for the purposes
19 set forth in Paragraph 4 herein, this lease shall, as to the part taken, terminate as of the
20 date title shall vest in the condemnor, or the date prejudgment possession is obtained
21 through a court of competent jurisdiction, whichever is earlier, and the rent payable
22 hereunder shall abate pro rata as to the part taken; provided, however, in such event
23 County reserves the right to terminate this lease as of the date when title to the part taken
24 vests in the condemnor or as of such date of prejudgment possession. If all of the leased
25 premises are taken by eminent domain, or such part be taken so that the leased premises
26 are rendered unusable for the purposes set forth in Paragraph 4 herein, this lease shall
27 terminate. If a part or all of the leased premises be so taken, all compensation awarded
28 upon such taking shall be apportioned between County and lessee according to law.

1 20. Indemnity. The Lessee covenants to hold County harmless from any and All
2 loss, claims, or damages resulting from Lessee's violation of any term, provision, covenant,
3 or condition of this lease, or the use, misuse, or neglect of said Leased Premises,
4 improvements, and appurtenances, and from all claims arising out of any alleged defective
5 or unsafe condition thereof, except with respect to any claims arising out of the conduct of
6 County. County shall not be liable to Lessee, nor to any other person or entity, for any
7 damage or injury occasioned by any defect in the Leased Premises, its improvements, or
8 appurtenances. Without limiting or qualifying the foregoing, it is agreed that Lessee shall
9 notify County immediately in writing, of any damage or injury to the Leased Premises, its
10 improvements, or to any appurtenances, or to the sidewalk or curb abutting thereon, or as
11 to any other condition which may expose the Lessee or County to public liability. The use
12 of the term Lessee and County in this paragraph also includes their tenants, employees,
13 agents, representatives, and invitees.

14 21. Insurance. Lessee shall procure and maintain or cause to be maintained, at
15 its sole cost and expense, the following insurance coverages during the term of this Lease.
16 The procurement and maintenance of the insurance required below will not diminish or limit
17 Lessee's obligation to indemnify or hold the County harmless.

18 I. Workers Compensation

19 Workers Compensation Insurance (Coverage A) as prescribed by the laws
20 of the State of California. Policy shall include Employers' Liability (Coverage
21 B) including Occupational Disease with limits not less than \$1,000,000 per
22 person per accident. Policy shall be endorsed, if applicable, to provide a
23 Borrowed Servant/Alternate Employer Endorsement and Waiver of
24 Subrogation in favor of the County of Riverside, Special Districts, Directors,
25 Officers, Board of Supervisors, elected officials, employees, agents and
26 representatives.

27 II. Airport Commercial General Liability

28 Airport Commercial General Liability insurance coverage, including but not

1 limited to, premises liability, contractual liability, products and completed
2 operations, contingent liability, personal and advertising injury and, if liquor
3 is sold, liquor law liability covering claims which may arise from or out of
4 Lessee's performance of its obligations hereunder. Policy shall name the
5 County of Riverside, Specials Districts, Directors, Officers, Board of
6 Supervisors, elected officials, employees, agents and representatives as
7 Additional Insureds. Policy's limit of liability shall not be less than \$3,000,000
8 per occurrence combined single limit and \$300,000 in the aggregate. If such
9 insurance contains a general aggregate limit, it shall apply separately to this
10 agreement or be no less than two (2) times the occurrence limit. Such
11 insurance will include Medical Payments for a limit of \$5,000 and Fire Legal
12 Liability for a limit of \$300,000.

13 III. Vehicle Liability

14 If Lessee's vehicles or mobile equipment are used in the performance of the
15 obligations under this Lease, then Lessee shall maintain liability insurance
16 for all owned, non-owned or hired vehicles so used in an amount not less
17 than \$1,000,000 per occurrence combined single limit. Policy shall name the
18 County of Riverside, Specials Districts, Directors, Officers, Board of
19 Supervisors, elected officials, employees, agents and representatives as
20 Additional Insureds. This coverage may be included in the Airport
21 Commercial General Liability policy.

22 IV. Aircraft Hull and Liability Insurance

23 Aircraft Hull for the full replacement value of all aircraft stored by the Lessee
24 in the Leased Premises and the contents thereof. Policy will be endorsed to
25 include the County of Riverside, Special Districts, Directors, Officers, Elected
26 Officials, employees, agents and representatives as Additional Insureds.
27 Lessee may elect to self-insure or un-insure the hull portion of the coverage
28 required herein; however, if Lessee elects not to acquire commercial

1 insurance for the hull, Lessee agrees to hold the County of Riverside
2 harmless and not make any claim against the County of Riverside for loss or
3 damage to the hull of his aircraft for any reason whatsoever regardless of
4 any negligence of the County that may have contributed to said loss or
5 damage. Aircraft Liability Coverage and commercial general liability
6 insurance including, but not limited to, premises liability and contractual
7 liability with a limit of liability for bodily injury (including death) and property
8 damage of at least \$1,000,000 with a per seat limit of not less than
9 \$100,000. Coverage will apply to all owned aircraft and all non-owned or
10 hired aircraft operated by the Lessee. Policy will be endorsed to include the
11 County of Riverside, Special Districts, Directors, Officers, Elected Officials,
12 employees, agents and representatives as Additional Insureds.

13 V. Products Liability Insurance

14 If Lessee Provides maintenance and repair services under the terms of this
15 Lease, Lessee shall provide Products Liability Insurance including completed
16 operations not otherwise covered by the Airport Commercial General Liability
17 policy with a limit of not less than \$2,000,000 any one occurrence combined
18 single limit and in the annual aggregate.

19 VI. Hangar Keepers Liability Insurance (Ground Coverage)

20 Hangar Keepers Liability Insurance providing coverage for aircraft in the
21 care, custody or control of the Lessee with a limit equal to the replacement
22 value of all aircraft hulls controlled by the Lessee while on the ground
23 however, in no event, shall the limit of liability be less than \$1,000,000.

24 VII. Hangar Keepers Liability Insurance (Flight Coverage)

25 If applicable, Lessee shall provide Hangar Keepers Liability Insurance
26 providing coverage for aircraft in the care, custody or control of the Lessee
27 with a limit equal to the replacement value of highest valued hull that may be
28

1 flight tested by the Lessee however, in no event, shall the limit of liability be
2 less than \$1,000,000.

3 VIII. Property (Physical Damage):

4 i. All-Risk real and personal insurance coverage, including earthquake
5 and flood if applicable, for the full replacement cost value of building,
6 structures, fixtures, equipment, improvements/alterations and systems
7 on the premises for property that the Lessee owns or is contractually
8 responsible for. Policy shall include Business Interruption, Extra
9 Expense, and Expediting Expense to cover the actual loss of
10 business income sustained during the restoration period.

11 ii. Boiler & Machinery insurance coverage on a full replacement cost
12 value basis. Policy shall provide Business Interruption, Extra
13 Expense, and Expediting Expense coverage as well as coverage for
14 off-premises power failure.

15 IX. Insurance for Sub-Lessee's. Lessee shall require each of its Sub-Lessee's
16 to meet all insurance requirements imposed by the Lessee. These requirements,
17 with the approval of the County's Risk Manager, may be modified to reflect the
18 activities associated with the Sub-Lessee.

19 X. General Insurance Provisions - All lines:

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

24 ii. Insurance deductibles or self-insured retentions must be declared by
25 the Lessee's insurance carrier(s), and such deductibles and
26 retentions shall have the prior written consent from the County Risk
27 Manager. Failure of the Lessee's carriers to declare deductibles or
28 self insured retentions to the County shall waive any obligation of the

1 County, as additional insured, to honor said deductibles or self
2 insured retentions in the event of Lessee's insolvency. Upon
3 notification of deductibles or self insured retentions unacceptable to
4 the County, and at the election of the County's Risk Manager,
5 Lessee's carriers shall either: 1) reduce or eliminate such deductibles
6 or self-insured retentions as respects this Lease with the County, or
7 2) procure a bond which guarantees payment of losses and related
8 investigations, claims administration, and defense costs and
9 expenses.

10 iii. Cause Lessee's insurance carrier(s) to furnish the County of Riverside
11 with either 1) a properly executed original Certificate(s) of Insurance
12 indicating coverage as required herein, or 2) if requested to do so in
13 writing by the County Risk Manager, provide original Certified copies
14 of policies showing such insurance is in full force and effect. Further,
15 said Certificate(s) and policies of insurance shall contain the covenant
16 of the insurance carrier(s) that thirty (30) days written notice shall be
17 given to the County of Riverside prior to any material modification,
18 cancellation, expiration or reduction in coverage of such insurance.
19 In the event of a material modification, cancellation, expiration, or
20 reduction in coverage, this Lease shall terminate forthwith, unless the
21 County of Riverside receives, prior to such effective date, another
22 properly executed original Certificate of Insurance, evidencing
23 coverages set forth herein and the insurance required herein is in full
24 force and effect. Lessee shall not commence operations until the
25 County of Riverside has been furnished original Certificate(s) of
26 Insurance as required in this Section. The original Certificate of
27 Insurance shall be signed by an individual authorized by the insurance
28 carrier to do so on its behalf.

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

6 XI. The County of Riverside's Reserved Rights-Insurance

7 If during the term of this Lease or any extension thereof, there is a material
8 change in the scope of services or performance of work; or, there is a
9 material change in the scope of services or performance of work the County
10 of Riverside reserves the right to adjust the types of insurance required
11 under this Lease and the monetary limits of liability for the insurance
12 coverages currently required herein, if; in the EDA's Executive Director's
13 reasonable judgment, upon advise of the County Risk Manager, the amount
14 or type of insurance carried by the Lessee has become inadequate. The
15 Lessee agrees to notify the County of any plan or change of plan for the
16 Lessee's operations and such notification shall occur prior to implementing
17 any such change.

18 22. Hold Harmless.

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

26 (b) Lessee shall indemnify and hold County, its elected officials, officers,
27 agents, employees, and independent contractors free and harmless from any liability
28 whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents,

1 employees, subcontractors and independent contractors, for property damage, bodily
2 injury, or death or any other element of damage of any kind or nature, relating to or. in
3 anyway connected with or arising from its use and responsibilities in connection therewith
4 of the leased premises or the condition thereof, and Lessee shall defend, at its expense,
5 including without limitation attorney fees, expert fees and investigation expenses, County,
6 its elected officials, agents, employees and independent contractors in any legal action
7 based upon such alleged acts or omissions. The obligation to indemnify and hold County
8 free and harmless herein shall survive until any and all claims, actions and causes of action
9 with respect to any and all such alleged acts or omissions are fully and finally barred by the
10 applicable statute of limitations.

11 (c) County shall indemnify and hold Lessee, its officers, agents,
12 employees and independent contractors free and harmless from any liability whatsoever,
13 based or asserted upon any act or omission of County, its elected officials, officers, agents,
14 employees, subcontractors and independent contractors, for property damage, bodily
15 injury, or death or any other element of damage of any kind or nature, relating to or. in
16 anyway connected with or arising from its use and responsibilities in connection therewith
17 of the leased premises or the condition thereof, and County shall defend, at its expense,
18 including without limitation attorney fees, expert fees and investigation expenses, Lessee,
19 its, agents, employees, and independent contractors in any legal action based upon such
20 alleged acts or omissions. The obligation to indemnify and hold Lessee free and harmless
21 herein shall survive until any and all claims, actions and causes of action with respect to
22 any and all such alleged acts or omissions are fully and finally barred by the applicable
23 statute of limitations.

24 (d) The specified insurance limits required in Paragraph 21 herein shall
25 in no way limit or circumscribe Lessee's obligations to indemnify and hold County free and
26 harmless herein.

27 23. Assignment. Lessee cannot assign, sublet, mortgage, hypothecate or
28 otherwise transfer in any manner any of its rights, duties or obligations hereunder to any

1 person or entity without the written consent of County being first obtained, which consent
2 shall not be unreasonably withheld.

3 24. Right to Encumber/Right to Cure.

4 (a) Lessee Right to Encumber. Notwithstanding provisions of Paragraph
5 23 herein, County does hereby consent to and agree that Lessee may encumber or assign,
6 or both, for the benefit of a lender, herein called Encumbrancer, this lease, the leasehold
7 estate and the improvements thereof by a deed of trust, mortgage or other security-type
8 instrument, herein called trust deed, to assure the payment of the promissory note of
9 Lessee if the Encumbrancer is an established bank, savings and loan association or
10 insurance company, and the prior written consent of County shall not be required:

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

13 (2) To any subsequent transfer by the Encumbrancer if the
14 Encumbrancer is an established bank, savings and loan association or insurance
15 company, and is the purchaser at such foreclosure sale, or is the assignee under an
16 assignment in lieu of foreclosure; provided, however, that in either such event the
17 Encumbrancer forthwith gives notice to county in writing of any such transfer, setting forth
18 the name and address of the transferee, the effective date of such transfer, and the
19 express agreement of the transferee assuming and agreeing to perform all of the
20 obligations under this lease, together with a copy of the document by which such transfer
21 was made. Any Encumbrancer described in Paragraph 24 (a), which is the transferee
22 under the provisions of Paragraph 24(a), shall be liable to perform the obligations and
23 duties of Lessee under this lease only so long as such transferee holds title to the
24 leasehold. Any subsequent transfer of this leasehold hereunder, except as provided for
25 in Paragraph 24 (a), shall not be made without the prior written consent of County and shall
26 be subject to the conditions relating hereto as set forth in Paragraph 24 herein. Lessee
27 shall give County prior notice of any such trust deed, and shall accompany such notice with
28 a true copy of the trust deed and note secured thereby.

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

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

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

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

1 26. Toxic Materials. During the term of this lease and any, extensions thereof,
2 Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating
3 to industrial hygiene or to the environmental condition on, under or about the leased
4 premises including, but not limited to, soil air and groundwater conditions. Further, Lessee,
5 its successors, assigns and sublessees, shall not use, generate, manufacture, produce,
6 store or dispose of on, under or about the leased premises or transport to or from the
7 leased premises any flammable explosives, asbestos, radioactive materials, hazardous
8 wastes, toxic substances or related injurious materials, whether injurious by themselves
9 or in combination with other materials (collectively, "hazardous materials"). For the
10 purpose of this lease, hazardous materials shall include, but not be limited to, substances
11 defined as "hazardous substances," "hazardous materials," or "toxic substances" in the
12 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as
13 amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,
14 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.
15 Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section
16 25117 of the California Health and Safety Code or as "hazardous substances" in Section
17 25316 of the California Health and Safety Code; and in the regulations adopted in
18 publications promulgated pursuant to said laws.

19 27. National Pollution Discharge Elimination System (NPDES) Permit. Lessee
20 acknowledges, understands and agrees that it shall comply with California State Water
21 Resources Control Board general permit requirements relating to storm water discharges
22 associated with activities such as aircraft rehabilitation, mechanical repairs, fueling,
23 lubrication, cleaning, painting and deicing. Lessee further acknowledges, understands and
24 agrees that it shall participate as a co-permittee under said general permit, participate in
25 the French Valley Airport Storm Water Pollution Prevention Plan (SWPPP) as noted in
26 **Exhibit "D"**, including without limitation, the Best Management Practices, Best Available
27 Technology Economically Achievable, and Best Convention Pollutant Control Technology."

28 28. Free from Liens. Lessee shall pay, when due, all sums of money that may

1 become due for any labor, services, material, supplies, or equipment, alleged to have been
2 furnished or to be furnished to Lessee, in, upon, or about the leased premises, and which
3 may be secured by a mechanics, materialmen's or other lien against the leased premises
4 or County's interest therein, and will cause each such lien to be fully discharged and
5 released at the time the performance of any obligation secured by such lien matures or
6 becomes due; provided, however, that if Lessee desire to contest any such lien, it may do
7 so, but notwithstanding any such contest, if such, lien shall be reduced to final judgment,
8 and such judgment or such process as may be issued for the enforcement thereof is not
9 promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event,
10 Lessee shall forthwith pay and discharge said judgment.

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

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

17 31. Right of First Refusal. Providing Lessee faithfully performs all of the
18 conditions and covenants contained herein, and is not in default of the Lease at the date
19 of expiration, and further providing Lessor offers the Leased Premises for lease at any time
20 during the twelve (12) months subsequent to said expiration, Lessee, its successor, or
21 assigns shall have the first right of refusal to enter into a new lease agreement with Lessor
22 under the final terms being offered by Lessor to any prospective lessee. Issuance of a
23 Request for Proposals or Bid or similar issuance does not constitute an offering of lease
24 terms. Lessor shall provide Lessee written notice by United State mail, that the Leased
25 Premises are available for lease and the terms of said lease, and Lessee shall have thirty
26 (30) days from the postmark of said notice to give written notice of acceptance of the
27 proposed lease under the terms and conditions contained in said notice. Should Lessee
28 fail to notify Lessor of acceptance of said lease agreement within the thirty (30) days set

1 forth herein, Lessee shall be deemed to have rejected said offer to lease, and Lessor shall
2 be released from any further obligation hereunder.

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

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

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

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

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

23 COUNTY
24 County of Riverside
25 Economic Development Agency
26 3525 14th Street
Riverside, CA 92501
Attn: Executive Director

LESSEE
Murrieta Executive Air Park MEA, LLC
2262 Rutherford Road, Suite 103
Carlsbad, CA. 92008
Attn: Kevin Stumm

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

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

4 38. County's Representative. County hereby appoints the Economic
5 Development Agency's Executive Director or his designee as its authorized representative
6 to administer this lease.

7 39. Acknowledgment of Lease by County. Upon execution of this lease by the
8 parties hereto, this lease shall be acknowledged by County in such a manner that it will be
9 acceptable by the County Recorder for recordation purposes, and thereafter, Lessee shall
10 cause this lease to be recorded in the office of the county Recorder of Riverside County
11 forthwith and furnish County with a conformed copy thereof.

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

26 41. FAA Consent to Lease. Lessee acknowledges that French Valley Airport was
27 transferred to the County by the Federal Government and, as such, may require FAA
28 consent to the Lease.

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

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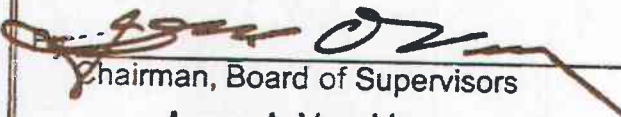
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2 43. Construction of Lease. The parties hereto negotiated this lease at arms
3 length and with the advise of there respective attorneys, and no provisions contained
4 herein shall be construed against County solely because it prepared this lease in its
5 executed form.

7 COUNTY OF RIVERSIDE

8 Date: SEP 11 2001

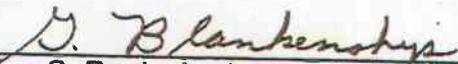
(SEAL)

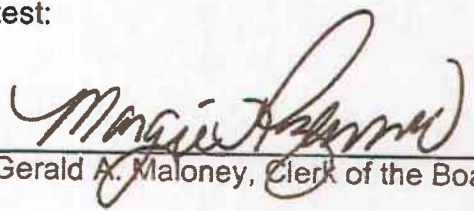
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10 
11 Chairman, Board of Supervisors
12 James A. Venable

12 Approved as to Form:

Attest:

AUG 13 2001

14 By: 
15 Joe S. Rank, Assistant County Counsel
Deputy

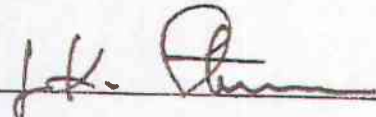
By: 
Gerald A. Maloney, Clerk of the Board

16 Murrieta Executive Air Park Mea, LLC

17 Date: July 30, 2001

19 By: 

20 Title: PRESIDENT

22 By: 

23 Title: SECRETARY

25 Attachments:

- 26 1. Exhibit A - Legal Description
- 27 2. Exhibit B - Federally Required Lease Provisions
- 3. Exhibit C - Minimum Standards
- 28 4. Exhibit D - Storm Water Pollution Prevention Plan

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

008



FROM: Economic Development Agency

SUBMITTAL DATE:
February 18, 2004

SUBJECT: First Amendment to Lease between the County of Riverside and Murrieta Executive Airpark MEA, LLC, as Lessee, dated September 11, 2001, French Valley Airport, 3rd District

RECOMMENDED MOTION: That the Board of Supervisors:
(1) Approve the First Amendment to Lease; and
(2) Authorize the Chairman to Execute the First Amendment to Lease.

BACKGROUND: On September 11, 2001 the County of Riverside entered into a Lease with Murrieta Executive Air Park MEA, LLC, a California Limited Liability Company, for a four-acre parcel at French Valley Airport for the development of aircraft storage hangars. Lessee has requested that the uses permitted under the Lease be expanded to permit the operation of an FAA authorized aircraft maintenance and repair station in Building 2, Hangars 15 and 16. Lessee would install an oil water separator and floor drains in Hangars 15 and 16 prior to commencement of repair and maintenance operations.

Staff recommends approval of the First Amendment to Lease, which has been reviewed and approved by County Counsel.

FORM APPROVED
COUNTY COUNSEL

MAR 09 2004

BY *Gordon V. Wilco*

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

F:\Shared\EDCOM\AIRPORTS\FRVALLEY\Murrieta Executive Air Park\MEA f11 1st Amned feb 17 04.doc

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE

County Executive Office Signature *Rhonda King*

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Venable, Wilson and Ashley
Noes: None
Absent: None
Date: March 23, 2004
xc: EDA, Co.Co., Auditor

Nancy Romero
Nancy Romero
Clerk of the Board
Deputy

Prev. Agn. Ref.: 9/11/01, 3.22 | District: 3rd | Agenda Number:

ATTACHMENTS FILED

2 10

Departmental Concurrence

- Dep't Recomm.: Policy Consent
- Per. Exec. Ofc.: Policy Consent

1 FIRST AMENDMENT TO LEASE
2 French Valley Airport

3 The County of Riverside, hereinafter County, and Murrieta Executive Air Park
4 MEA, LLC hereinafter Lessee, hereby agree to amend the following paragraphs and
5 subparagraphs of that certain Lease between the parties dated September 11, 2001,
6 attached hereto as Exhibit A, to read as follows:

7
8 Paragraph 4. Use. Add the following subparagraph:

9 (a) (2) Aircraft maintenance and repair by an FAA Authorized Repair
10 Station in Building 2, Hangars 15 and 16.

11 Paragraph 8. On-Site Improvements. Subparagraph (a) add sub-paragraph (2):

12 (2) Prior to commencing maintenance and repair activities, Lessee
13 shall install an oil water separator and floor drains according to plans and
14 specifications approved by County and Eastern Municipal Water District.
15

16 All other provisions of the Lease, as hereby amended, shall remain the same as
17 written in the Lease dated September 11, 2001. The parties hereto negotiated this
18 Lease Amendment at arms length and with the advice of their respective attorneys, and
19 no provisions contained herein shall be construed against the County solely because it
20 prepared this Lease Amendment in its executed form.

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Date: Jan 20, 2004

LESSEE:
Murrieta Executive Air Park MEA, LLC,
a California Limited Liability Company

By: [Signature]
Russ Erickson, President

By: [Signature]
Kevin Stumm, Secretary

Date: MAR 23 2004

COUNTY OF RIVERSIDE
By: [Signature]
Roy Wilson, Chairman
Board of Supervisors

FORM APPROVED:
WILLIAM C. KATZENSTEIN, County Counsel
By: [Signature] 3/9/04
Deputy

ATTEST:
NANCY ROMERO, Clerk of the Board
By: [Signature]
Deputy

(SEAL)

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

414



FROM: Economic Development Agency

SUBMITTAL DATE:
May 15, 2006

SUBJECT: Amendments to Aviation Ground Leases at French Valley Airport

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to Lease between the County of Riverside and Aviation Sales California, Inc., French Valley Jet Center, LLC, and the **Second Amendment to Lease between the County of Riverside and Murrieta Executive Airpark MEA, LLC;**
2. Authorize the Chairman to execute the Amendments to Lease; and
3. Authorize the Assistant County Executive Officer/EDA or designee to execute any additional documents required by the Amendments.

BACKGROUND: The Economic Development Agency has received the following Amendments to Lease at French Valley Airport between the County of Riverside and: (1) Aviation Sales California, Inc., as Lessee, First Amendment to Lease to the 3.93-acre Lease dated May 8, 2001; (2) French Valley Jet Center, LLC, as Lessee, First Amendment to Lease to the 4.65-acre Lease dated January 25, 2005; (3) **Murrieta Executive Airpark MEA, LLC, as Lessee, Second Amendment to Lease to the 3.5-acre Lease dated September 11, 2001, and amended March 23, 2004.** (Continued page 2)

Handwritten signature/initials

RZ:JC:DLCC:DS:HO
S:\EDCOM\AIRPORTS\APPRAISAL\2005REAPPRAISAL\F11
Amendments ASC FVJC MEA 060515 doc

Robin Zimpfer
Robin Zimpfer
Assistant County Executive Officer/EDA

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

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: NA

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE** FORM APPROVED
COUNTY COUNSEL

County Executive Office Signature *Robin Zimpfer* JUN 13 2006

MINUTES OF THE BOARD OF SUPERVISORS BY *Gordon Wilson*

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

Ayes: Buster, Tavaglione, Wilson and Ashley
Nays: None
Absent: Stone
Date: June 27, 2006
xc: EDA, Co.Co., Auditor

Nancy Romero
Clerk of the Board
By *Chlemmer*
Deputy

Policy
 Policy
 Consent
 Consent
 Dept Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3/23/04 3.10; 10/11/01 3.22; District: 3rd
6/25/05 3.12; 5/8/01 3.17

Agenda Number:

BACKGROUND (CONTINUED): The Amendments increase the base monthly rent for each Lessee effective July 1, 2005 (see Base Monthly Rents below), and establish the next base rental adjustment date as July 1, 2015. The French Valley Jet Center Lease Amendment provides a procedure for Lessee to have input in the selection of an appraiser for future base rental adjustments.

Base Monthly Rents:

- | | |
|--|------------|
| 1. Aviation Sales California, Inc.: | \$3,994.45 |
| 2. French Valley Jet Center, LLC: | \$4,726.26 |
| 3. Murrieta Executive Airpark MEA, LLC | \$3,557.40 |

Economic Development Agency staff recommends that the Board of Supervisors approve the First and Second Amendments to Lease. County Counsel has reviewed the Amendments to Lease and approved them as to Form.

SECOND AMENDMENT TO LEASE
French Valley Airport

This Second Amendment to Lease ("Amendment:") is entered into by and between the County of Riverside (hereinafter "County"), and Murrieta Executive Air Park MEA, LLC, a California limited liability company, (herein called "Lessee"), with reference to the following:

RECITALS

A. WHEREAS, County and Lessee are parties to that certain lease (hereinafter the "Lease") approved by the Board of Supervisors of the County of Riverside ("Board") on September 11, 2001, wherein Lessee agreed to lease from County, approximately 3.5 acres of property ("Leased Premises") located at the French Valley Airport; and

B. WHEREAS, the Lease was amended by a First Amendment to Lease approved by the Board on March 23, 2004; and

C. WHEREAS, the County and Lessee now desire to modify the Lease in accordance with the terms and provisions of this Amendment.

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

1. Recital 1 of the Lease, as well as Board of Supervisor Minutes of March 9, 2004 approving the First Amendment to Lease, incorrectly set forth the acreage of the Leased Premises as four (4) acres, rather than 3.5 acres. The square footage set forth in Paragraph 2 of the Lease sets forth the correct square footage of the Leased Premises. Lessee and County wish to clarify that the Leased Premises consists of 3.5 acres.

2. Paragraph 5 Rent, page 2, subparagraph (a) shall be modified by adding the following at the end of said paragraph 5(a):

"Commencing on July 1, 2005, the monthly rent shall be \$3,557.40."

3. Subparagraph 5 (c), page 2 of the Lease, the date on line 16 shall be changed to July 1, 2015.

4. Subparagraph 5 (d), page 2, is hereby deleted in its entirety and replaced with the following subparagraph:

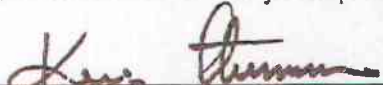
“(e) Beginning July 1, 2016 and at each July 1st thereafter, except for dates coinciding with the appraisals conducted every fifth year as referenced in paragraph 5(d) above, the Base Rent shall be adjusted by the percentage change, in the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County Area for the twelve month 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 Base Rent amount lower than the highest previous monthly Base Rent amount.”

WHEREFOR, the parties hereto have executed this Amendment as of the dates set forth below.

Dated: 3-8-06

LESSEE:

MURRIETA EXECUTIVE AIR PARK MEA, LLC,
a California limited liability company


By: Kevin Stumm
Its: President and Secretary

{Signature page continues.}

[Signature page continued.]

Dated: JUN 27 2006

COUNTY OF RIVERSIDE

By: Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

(SEAL)

APPROVED AS TO FORM:
Joe S. Rank, County Counsel

ATTEST:
Nancy Romero, Clerk of the Board

By: Gordon V. Woo 6/13/06
Deputy

By: Schlemmer
Deputy

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



**ITEM
3.19
(ID # 3505)**

MEETING DATE:

Tuesday, February 7, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve Third Amendment to Lease between County of Riverside and Murrieta Executive Air Park MEA, LLC; Consent to Assignment of Subleases and Bill of Sale between William T. Daileda, Trustee of the Daileda Family 1997 Trust dated December 19, 1997 and Bradford McLean; French Valley Airport; CEQA Exempt; District 3, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 and Section 15061 (b)(3);
2. Approve the attached Third Amendment to Lease (French Valley Airport), including exhibits, between County of Riverside, as lessor, and Murrieta Executive Air Park, MEA, LLC, a California limited liability company (MEA), as lessee (Amendment);
3. Approve the attached Consent to Assignment of Sublease (Hangar No. 15) (Consent to Assignment of Sublease (15)) relating to the assignment of William T. Daileda, Trustee of the Daileda Family 1997 Trust dated December 19, 1997 (Daileda), interest as sublessee, under that certain Sublease dated May 1, 2004, between MEA, as sublessor and Daileda, as sublessee, relating to the sublease of 37170 Sky Canyon Drive, Hangar No. 15, also known as Building 2, Hangar E, Murrieta, California, French Valley Airport, (Subleased Property 15), to Bradford McLean and Amy McLean (collectively, McLean);

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 1/26/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: February 7, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

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

C.E.O. RECOMMENDATION Approve

RECOMMENDED MOTION Continued:

4. Approve the attached Consent to Assignment of Sublease (Hangar No. 16) (Consent to Assignment of Sublease (16)) relating to the assignment of Daileda's interest as sublessee, under that certain Sublease dated May 1, 2004, between MEA, as sublessor, and Daileda, as sublessee, relating to the sublease of 37170 Sky Canyon Drive, Hangar No. 16, also known as Building 2, Hangar F, Murrieta, California, French Valley Airport, (Subleased Property 16) to McLean;
5. Approve and consent to the sale of Hangar No. 15 (also known as Building 2, Hangar E) and Hangar No. 16 (also known as Building 2, Hangar F) located on Subleased Property 15 and Subleased Property 16 respectively, as more specifically set forth in the attached Commercial Property Purchase Agreement and Joint Escrow Instructions dated April 30, 2016 between Daileda (as seller) and Bradford McLean (as buyer);
6. Authorize the Chairman of the Board of Supervisors to execute the attached Third Amendment to Lease;
7. Authorize the Assistant County Executive Officer to execute the attached Consent to Assignment of Sublease (Unit No. 15), Consent to Assignment of Sublease (Unit No. 16), and Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions; and
8. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Consent to Assignment of Sublease (Unit No. 15), Consent to Assignment of Sublease (Unit No. 16), and Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions including, but not limited to, executing subsequent necessary to and relevant documents, subject to approval by County Counsel.

BACKGROUND:

Summary

Amendment of Lease

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

The County of Riverside, as lessor, entered into a Lease with Murrieta Executive Air Park MEA, LLC, a California limited liability company(MEA), as lessee, dated September 11, 2001, and effective October 1, 2001, as amended by that certain First Amendment to Lease dated March 23, 2004, and that certain Second Amendment to Lease dated June 27, 2006, (collectively, Lease), providing for the lease of 4 acres of vacant land at the French Valley Airport, County of Riverside (Leased Premises), and the construction thereon of aircraft hangars and aviation related buildings The Lease has a 30 year term with one 10-year option to extend. MEA has constructed 16 hangars on the Leased Premises. The Lease is attached.

The Lease as currently drafted provides that all improvements constructed on the Leased Premises by MEA are owned by County both during and after the expiration of the Lease term. This provision is atypical in long-term leases as it impacts the financeability of the Lease. Commercial lenders are willing to lend funds only if the collateral for the loan provides adequate security from which the lender can be repaid. As such, County Aviation staff recommend amending the Lease to provide that MEA shall own the improvements constructed on the Leased Premises during the duration of the Lease term, including any extensions. Ownership of all improvements (except for trade fixtures) will revert back to the County upon the expiration or earlier termination of the Lease. The proposed amendment is set forth in the attached Third Amendment to Lease (Amendment). Other than the modification to the ownerships of the improvements, the terms of the Lease shall remain the same. Facilitating debt financing will add value to both the Leased Premises and the French Valley Airport.

Assignment of Sublease

MEA entered into the following Subleases with William T. Daileda and Lynn B. Dalieda, Trustees of the Dalieda Family 1997 Trust dated December 19, 1997 (Original Daileda) which were approved by the County (i) Sublease dated May 1, 2004 and recorded on July 9, 2004 as Instrument No. 2004-0533151 In the Official Records of Riverside County (Official Records), relating to the sublease of 37170 Sky Canyon Drive, Hangar No. 15, also known as Building 2, Hangar E, Murrieta, California, French Valley Airport (Sublease Hanger No. 15), and (ii) Sublease dated May 1, 2004 and recorded on July 9, 2004 as Instrument No. 2004-0533152 in the Official Records, relating to the sublease of 37170 Sky Canyon Drive, Hangar No. 16, also known as Building 2, Hangar F, Murrieta, California, French Valley Airport (Sublease Hangar No. 16). Sublease Hangar No. 15 and Sublease Hangar No. 16 are attached. William T. Daileda, Trustee of the Dalieda Family 1997 Trust dated December 19, 1997 (Daileda), successor in interest to the Original Daileda, desires to assign its interests under Sublease Hangar No. 15 and Sublease Hangar No. 16 to Bradford McLean and Amy McLean, husband and wife as joint tenants (collectively, McLean). Daileda cannot assign its interest as sublessee without the County's prior consent. A copy of the form of Assignment of Sublease and each proposed form of County Consent to Assignment of Sublease is attached.

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

In connection with the assignment of Daileda's interest in Sublease Hangar No. 15 and Sublease Hangar No. 16, Daileda, as seller, and Bradford McLean, as buyer, entered into that certain Commercial Property Purchase Agreement and Joint Escrow Instructions (Purchase Agreement) dated April 30, 2016 relating to the sale of Hangar Nos. 15 and 16 located on the subleased premises. The Purchase Agreement is subject to the consent and approval of the County. Copies of the Purchase Agreement and proposed Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions are attached. McLean will not change the existing use of the subleased premises. The Purchase Agreement will not impact the terms of the Lease.

CEQA

Pursuant to the California Environmental Quality Act (CEQA), the Consent to Assignment of Sublease Hangar No. 15, Consent to Assignment of Sublease Hangar No. 16, Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions and Amendment were reviewed and determined to be categorically exempt from CEQA under State CEQA Guideline Section 15301, Class 1 – Existing Facilities and State CEQA Guideline Section 15061(b) (3), General Rule or "Common Sense" Exemption. The proposed project consists of the following, (i) the Amendment which amends the existing Lease to provide MEA, as tenant, with ownership of the improvements located on the Leased Premises during the duration of the Lease term impacting the financeability of the Lease, and no expansion of an existing use will occur, and (ii) Consent to Assignment of Sublease Hangar No. 15, Consent to Assignment of Sublease Hangar No. 16, and Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions, which consent to the assignment of sublessee rights under existing subleases relating to the letting of property involving existing facilities and the sale of existing facilities, and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment and will not lead to any direct or reasonably indirect physical environmental impacts since the impacts of the Amendment will be purely financial and administrative and the impacts of the Consent to Assignment of Sublease Hangar No. 15, Consent to Assignment of Sublease Hangar No. 16, and Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions, will be administrative and operation related. The environmental impacts of the existing improvements located on the Leased Premises under the existing Lease were already evaluated under CEQA pursuant to the 2010 Master Plan and certified Mitigated Negative Declaration (MND) (SCH No. EDA/CEQA 2010-02). A Notice of Exemption will be filed by staff with the County Clerk within 5 days of the approval of the Amendment, Consent to Assignment of Sublease Hangar No. 15, Consent to Assignment of Sublease Hangar No. 16, and Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions.

Staff recommends that the Board of Supervisors approve the proposed Amendment, Consent to Assignment of Sublease Hangar No. 15, Consent to Assignment of Sublease Hangar No. 16, and Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions. County Counsel has reviewed and approved the aforementioned documents as to form.

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

Impact on Residents and Businesses

The proposed Amendment, Consent to Assignment of Sublease Hangar No. 15, Consent to Assignment of Sublease Hangar No. 16, and Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions will assist in the County's effort to increase airport operations which will in turn provide increased patron activities for local businesses.

SUPPLEMENTAL:

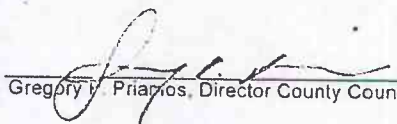
Additional Fiscal Information

There is no net county cost and no budget adjustment required

ATTACHMENTS:

- Attachment A – Lease (including all exhibits and amendments)
- Attachment B – Third Amendment to Lease
- Attachment C – Sublease Hangar No. 15
- Attachment D – Sublease Hangar No.16
- Attachment E – Assignment of Sublease Hangar No. 15
- Attachment F – Assignment of Sublease Hangar No. 16
- Attachment G - Consent to Assignment of Sublease Hangar No. 15
- Attachment H - Consent to Assignment of Sublease Hangar No. 16
- Attachment I - Consent to Commercial Property Purchase Agreement and Joint Escrow Instructions

RF:JWW:TM:JV:mm



Gregory Priarios, Director County Counsel 1/26/2017

**THIRD AMENDMENT TO LEASE
(FRENCH VALLEY AIRPORT)**

This THIRD AMENDMENT TO LEASE (French Valley Airport) ("Third Amendment") is made and entered into as of this 2ND day of FEBRUARY, 2017 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and MURRIETA EXECUTIVE AIR PARK MEA, LLC, a California limited liability company ("Lessee"). The County and Lessee are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, County owns that certain real property identified as APN 963-030-010, located in the County of Riverside, also known as French Valley Airport, as identified on the Site Map attached hereto as Attachment No. 1 and incorporated herein by this reference ("French Valley Airport")

WHEREAS, the County, as lessor, and Lessee, entered into that certain Lease (French Valley Airport), dated September 11, 2001, and effective October 1, 2001, as amended by that certain First Amendment to Lease dated March 23, 2004, and that certain Second Amendment to Lease dated June 27, 2006, (collectively, "Lease"), providing for the lease of 3.5 acres of vacant land at the French Valley Airport, County of Riverside, legally described in Attachment 2 attached hereto and incorporated herein by this reference (Leased Premises), and the construction thereon of aircraft hangars and aviation related buildings;

WHEREAS, the Lease has a 30 year term with one 10-year option to extend. Lessee has constructed 16 hangars on the Leased Premises. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Lease;

WHEREAS, the Lease as currently drafted provides that all improvements constructed on the Leased Premises by Lessee are owned by County both during and after the expiration of the Lease term. This provision is atypical in long-term leases and impacts the financeability of the Lease;

WHEREAS, in an effort to add value to both the Leased Premises and the French Valley Airport, County and Lessee desire to amend the Lease to provide that Lessee shall own the

improvements constructed on the Leased Premises during the duration of the Lease term, including any extensions, and that ownership of all improvements (except for trade fixtures) will revert back to the County upon the expiration or earlier termination of the Lease, as more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The Recitals and attachments referenced above are incorporated herein by this reference and adopted by the Parties to be true and correct.
2. **Amendment to Lease**. Section 8 of the Lease is hereby amended to delete Section 8(d) in its entirety and replace with the following:

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

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

3. **Miscellaneous**

a. **Interpretation.** This Third Amendment, when combined with the Lease, sets forth and contains the entire understanding and agreement of the Parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of this date. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Third Amendment or the Lease.

b. **Waivers; Amendments.** All waivers of the provisions of this Third Amendment and all amendments hereto must be in writing and signed by the appropriate authorized representatives of the County and Lessee. Failure or delay by County in giving notice of any default under this Third Amendment or the Lease shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Third Amendment and in the Lease, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. **Attachments.** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

d. **Effectiveness of Lease.** Except as modified and amended by this Third

Amendment, all other terms and conditions of the Lease remain unmodified and in full force and effect.

e. **Counterparts.** This Third Amendment may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

f. **Effective Date.** The effective date of this Third Amendment is the date this Third Amendment is executed by the County's Chairman of the Board of Supervisors.

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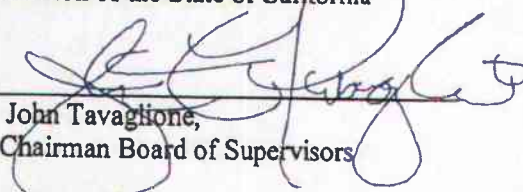
[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the dates written below.

COUNTY:

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

By:


John Tavaglione,
Chairman Board of Supervisors

Date:

2.7.17

LESSEE:

MURRIETA EXECUTIVE AIR
PARKMEA, LLC, a California limited liability company

By:

Kevin Stumm,
President and Secretary

Date:

ATTEST:


KECIA HARPER-IHEM
CLERK OF THE BOARD

By:


Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By:


Naila R. Brown,
Deputy County Counsel

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the dates written below.

COUNTY:

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

By: _____
John Tavaglione,
Chairman Board of Supervisors

Date: _____

ATTEST:

KECIA HARPER-IHEM
CLERK OF THE BOARD

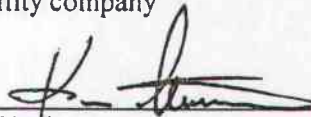
By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By: _____
Jhaila R. Brown,
Deputy County Counsel

LESSEE:

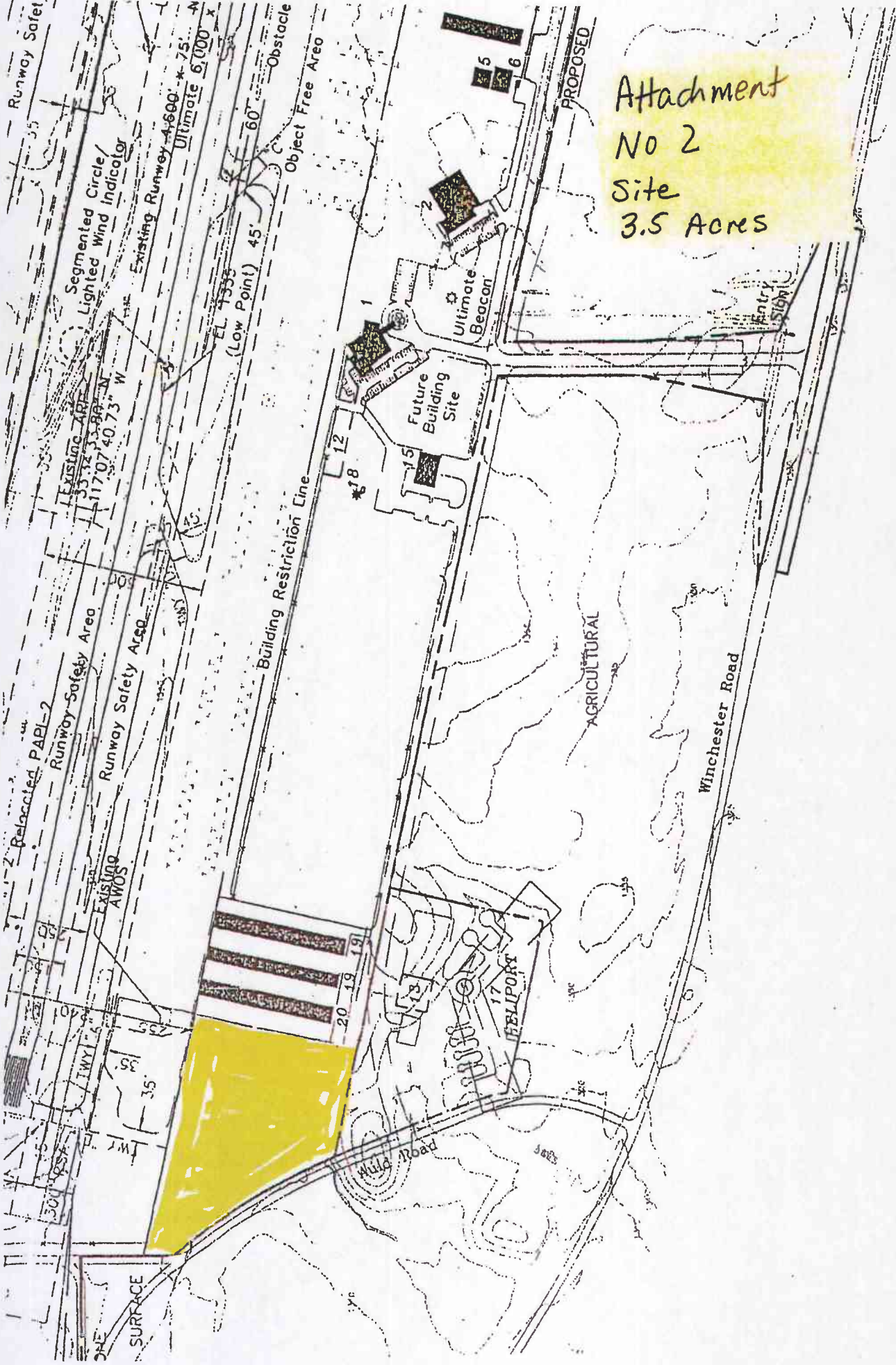
MURRIETA EXECUTIVE AIR
PARKMEA, LLC, a California limited liability company

By: 
Kevin Stumm,
President and Secretary

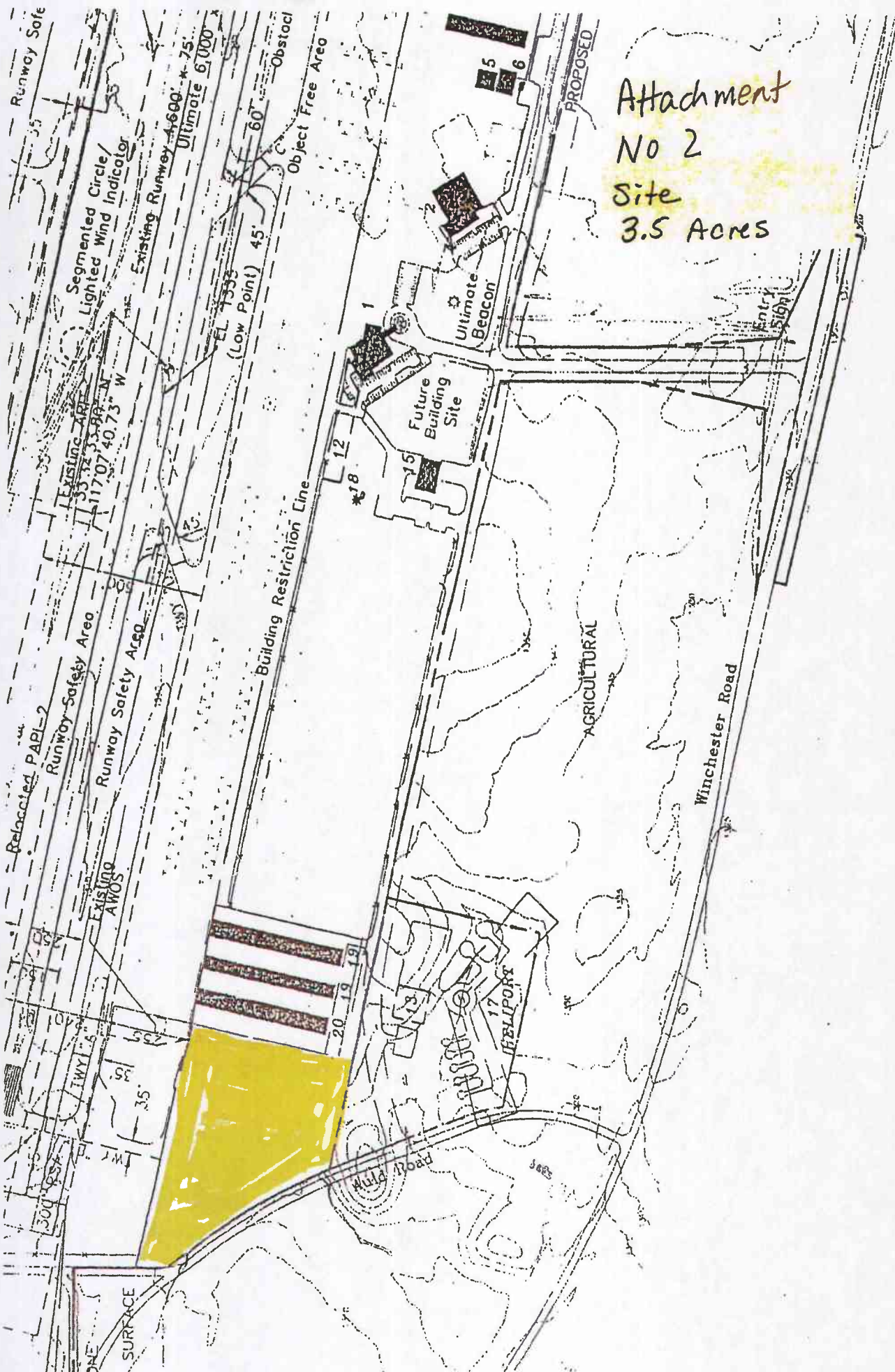
Date: 2-2-2017

Attachment
No 1
French Valley
Airport



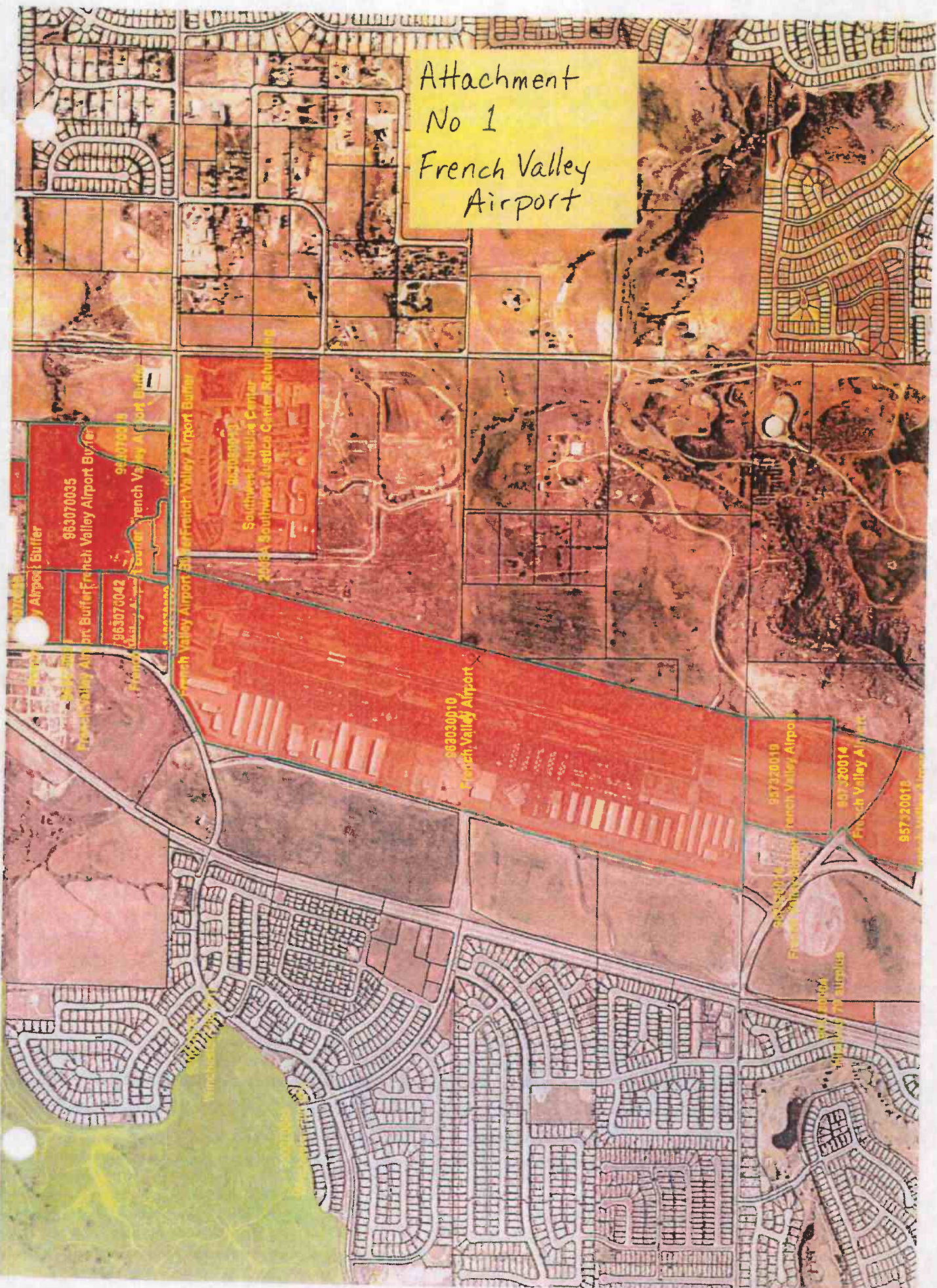


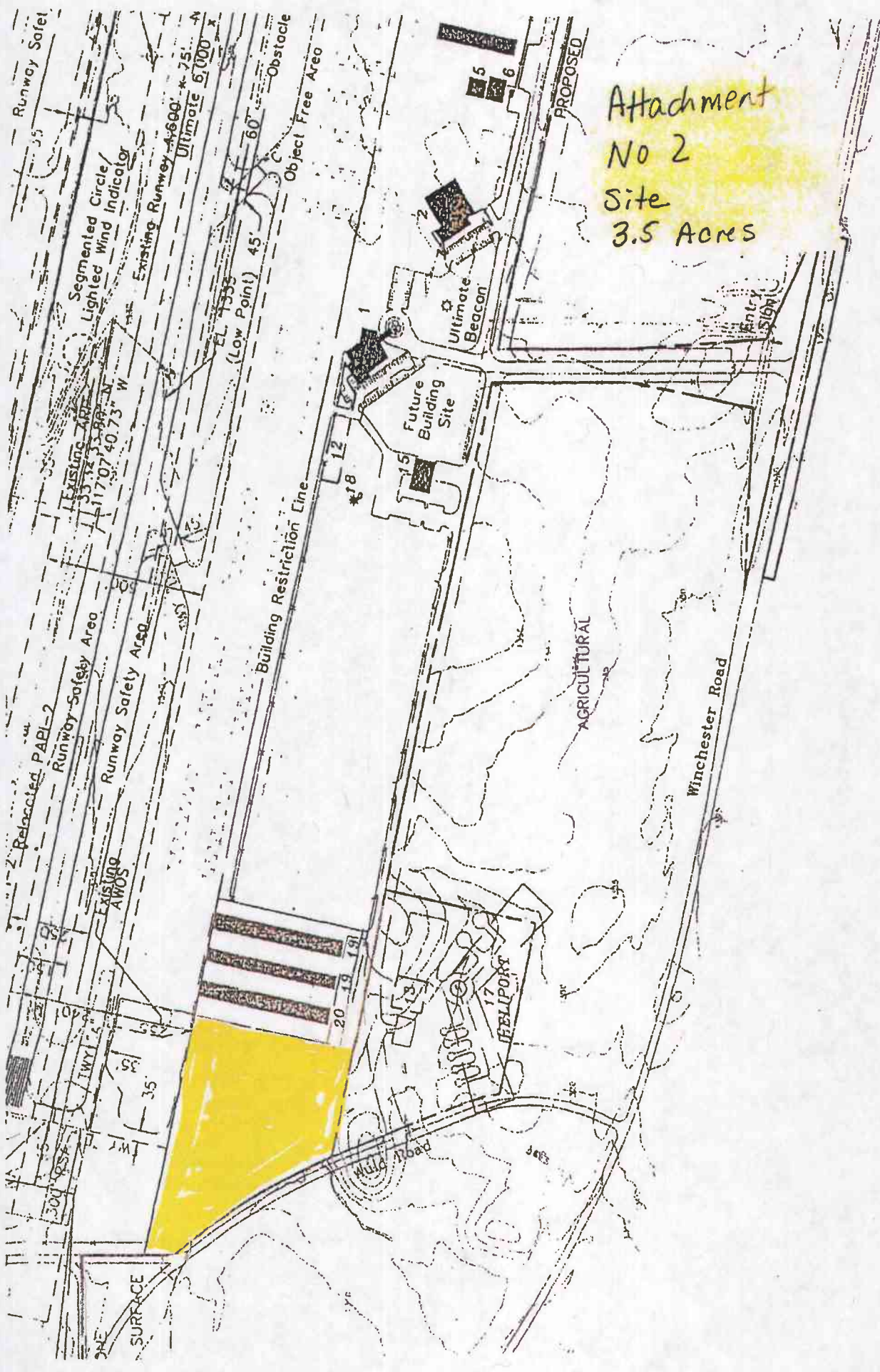
Attachment
No 2
Site
3.5 Acres



Attachment
 No 2
 Site
 3.5 Acres

Attachment
No 1
French Valley
Airport





Attachment
No 2
Site
3.5 Acres

AGRICULTURAL

Winchester Road

Wald Road

WELLPORT

SURFACE

PROPOSED

Ultimate Beacon

Future Building Site

Runway Safety

Segmented Circle/Lighted Wind Indicator

EXISTING AWOS

EXISTING PAPI-2

Building Restriction Line

Existing Runway 4500' Ultimate 6700'

EL 1333 (Low Point) 45'

60'

Obstacle Object Free Area

12

18

20

19

18

17

16

15

14

13

12

11

10

9

8

7

6

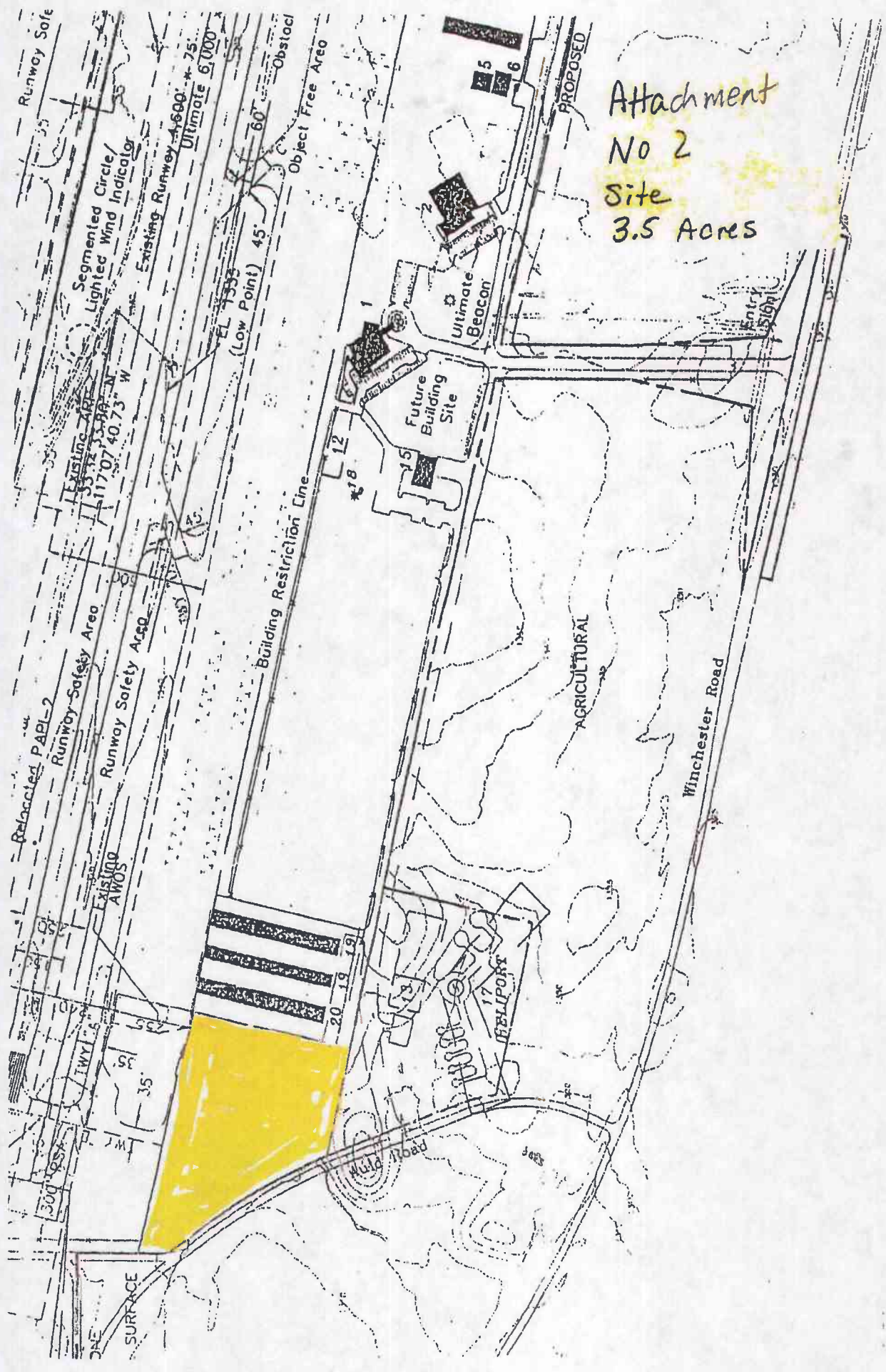
5

4

3

2

1



Attachment
No 2
Site
3.5 Acres