

Exhibit A

CITY OF PASO ROBLES



MUNICIPAL AIRPORT PROPERTY LEASE

Exhibit A

NONSUBORDINATED AIRPORT PROPERTY LEASE

This Lease ("**Lease**") is made as of _____, _____, 202__ ("Effective Date") between THE CITY OF EL PASO DE ROBLES ("**Landlord**") and WRIGHT STUFF HANGARS, LLC ("**Tenant**"). The parties agree as follows:

1. **PREMISES**

1.1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord, Parcel 42 of Tract Map No. 3188, as amended, located in the City of Paso Robles, County of San Luis Obispo, California, as more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. This vacant lot, as defined herein, is leased to Tenant, and referred to in this Lease as the "**Leased Premises**" or the "**Premises.**"

1.2. **Airport.** The Leased Premises are a part of the municipal Airport owned and operated by Landlord and known as the Paso Robles Municipal Airport (the "**Airport**").

1.3. **Common Areas.** This is an Aeronautical lease. As such it is agreed that Tenant does have access to the aircraft operating areas of the airport.

1.4. **Acceptance of the Premises.** Tenant hereby accepts the Premises in the condition existing as of the date hereof, subject to the terms of Section 6.2. Tenant hereby agrees that the Premises are in a good and tenantable condition and acknowledges that it has inspected the Premises and common areas of the Airport to its satisfaction and acknowledges that Landlord is not obligated to make any repairs or alterations to the Premises or common areas.

1.5. **Reservations to Landlord.** Tenant further accepts the Premises subject to any and all existing easements and encumbrances. Landlord reserves the right without obligation to install, lay, construct, maintain and repair utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across, under and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. Landlord also reserves the right to grant franchises, easements, rights of-way and permits in, over, upon, through, across, under and along any and all portions of the Premises. No right reserved by Landlord in this clause shall be so exercised as to interfere unreasonably with Tenant's operations hereunder, and the rights granted to third parties by reason of this clause shall contain provisions that the surface of the land shall be restored as nearly as practicable to its condition prior to the construction upon completion of any construction.

2. **TERM**

2.1. **Term.** The lease term shall commence on the Effective Date and expire on the date Twenty (20) years following the Commencement Date, as defined in Section 3.2 ("**Expiration Date**"), subject to earlier termination as provided herein.

2.2. **Possession.** The Tenant is granted full and complete access to the Leased Premises as of the Effective Date of this lease and, so long as Tenant is not in default hereunder, the right to its possession for the duration of this Lease.

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2.3. Option to Renew. So long as Tenant is not then in default hereunder, Tenant shall have an option to renew this lease for two (2) additional term of 10 years (“Renewal Terms”), exercisable by written notice to Landlord of Tenant’s intent to renew at least one hundred twenty (120) days and no more than one hundred eighty (180) days prior to the then expiration date of this lease.

2.4. Options to Terminate.

A. Tenants Option to Terminate.

i. Tenant agrees to apply to the City for the approval of its site plan within one hundred twenty (120) days following the Effective Date. If within the first 120-day due diligence period and prior to submitting plans to the City, if Tenant finds any factors inherent to the site that preclude its development, Tenant shall have the option to terminate the Lease. In the event Tenant does not exercise this option to terminate, the Lease shall remain in full force for the Term.

ii. In the event of execution of this Option to Terminate, all plans, specification, studies, and documents associated with the Leased Premises shall become the property of the Landlord.

B. Termination by Landlord within 18 Months Following the Effective Date.

i. Tenant agrees to apply for and thereafter diligently and continuously process the approval of entitlements for development of the Premises. Prior to the execution hereof, Tenant shall submit a site plan to Landlord and said plan shall be attached to this Lease as **Exhibit “C”**. Further, Tenant agrees to apply to the City for the approval of its site plan within one hundred twenty (120) days following the Effective Date. Should Tenant fail to submit its application to the City within such period, or if at any time during the period following such submittal and ending eighteen (18) months following the Effective Date, Tenant fails to diligently and continuously process such entitlements and such failure continues after Landlord delivers to Tenant written notice of any such non-performance and Tenant fails to cure the same within ten (10) days of Tenant’s receipt of such notice, then Landlord shall have the option to terminate this Lease

ii. In the event that this Option to Terminate is exercised, Tenant agrees to pay to the Landlord the Monthly Rent (as defined in Section 3.1 of this lease) incurred between the Effective Date and the date of termination.

iii. Upon execution of this Option to Terminate, all plans, specification, studies, and documents associated with the Leased Premises shall become the property of the Landlord.

C. Termination for Landlord Failure to Give Final City Approvals within 18 Months Following the Effective Date.

i. This option shall only be exercisable by Tenant upon the completion of the following condition: Tenant has complied with the obligations of Tenant as set forth in Section 2.4 B, above.

ii. If final plans have been submitted to the Landlord and Landlord is still in the process of providing Final City Approvals upon the date eighteen (18) months of the Effective Date, Landlord shall have an additional three (3) months to issue the Final City Approvals. In the event

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Landlord fails to provide Final City Approvals within this three (3) month period Tenant shall have the option to terminate this Lease. In the event Tenant does not exercise this option to terminate this Lease shall remain in full force.

2.5. Non-Transferable Options. The Options to Terminate are unique to Wright Stuff, LLC (the Tenant as of the Effective Date of this Lease) and shall not be transferred upon the sale or assignment of the Lease.

3. RENT

3.1. Monthly Rent. The monthly base rent ("**Base Rent**") for the (5.26 acre) Premises shall be \$6,639.00.

3.2. \$6,639.00 for the Premises until the first Adjustment Date. Tenant shall pay Landlord the Base Rent on or before the first day of each calendar month during the term of this Lease, in advance. Base Rent and any other amounts that are not received by Landlord within ten (10) business days of the due date shall be subject to the late charge and interest provided for in Sections 21.18 and 21.19. A new Base Rent shall be determined at the expiration of the initial lease term and/or any Renewal Terms by appraisal, subject to the limitations on increases of Base Rent as set forth in Section 3.4, below. Tenant agrees that this Base Rent recalculation is a condition of exercising any of its options to extend the Term of this Agreement.

3.3 Rent Commencement. Rent payments shall commence on the earlier of the date 18 months from the Effective Date or upon issuance by the City of a Certificate of Occupancy for the hangar facilities to be constructed on the Premises by Tenant (the "**Commencement Date**"). Notwithstanding the foregoing, in the event the City has not approved Tenant's entitlements by the date 18 months from the Effective Date, the Commencement Date shall automatically be extended to the date 90 days following the Final Approval of the entitlements by the City. In the event that Tenant's interest in the Lease is sold or assigned to a new party prior to the Commencement Date, the Commencement Date shall be deemed to be the effective date of such sale or transfer.

3.4 Cost-of-Living Increase. On July 1st following the first anniversary of the Commencement Date and on July 1st of every year thereafter ("**Adjustment Date**") for the full term of this Lease, including any extensions, the Base Rent shall be increased by the same percentage increase as defined by the Consumer Price Index for the previous 12-month period. The standard to be used shall be the Consumer Price Index for all Urban Consumers San Francisco-Oakland Metropolitan area, Bureau of Labor Statistics, United States Department of Labor, 1982 = 100 ("**Index**"). The index which is published most immediately before the Adjustment Date shall be used. If the Index shall no longer be published, another Index generally recognized as authoritative for purposes of this paragraph shall be substituted. In addition to annual Consumer Price Index adjustments, in order to keep lease rates in line with fair market values throughout the life of the lease; base rent adjustments, if necessary, can be made every five years with adjustments to be determined by an appraisal of real property. The annual increase in monthly rent shall increase no more than Eight percent (8%) in any given year or twenty percent (20%) in any five-year period including any adjustment to Base Rent upon reappraisal. In the event that Tenant's leasehold interest is sold or assigned to a new party prior to the commencement of rent, Monthly Rent shall begin to be paid to the Landlord upon the date of the sale or transfer.

3.5 Costs of Appraisal. In the event that the Base Rent will be adjusted by appraisal, the City shall, at its own cost and expense, be responsible for selecting and hiring an appraiser.

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3.6 Payments. All rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such place or places as may be designated from time to time by Landlord.

4. CONDUCT OF BUSINESS BY TENANT

4.1. Use of the Premises and Conduct of Tenant's Business.

A. Tenant hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other operations and businesses which are now or hereafter permitted by Landlord, including the use hereunder, must be at all times be compatible with such principal use, as Landlord shall, in its sole discretion, determine.

B. The primary use of the Premises permitted under this Lease shall be based aircraft storage, storage of HTOL Spacecraft, maintenance and repair, and other aviation related businesses as defined in the most recently adopted minimum standards for aeronautical services. Landlord shall collect seven and ½ percent (7.5%) of gross revenue from any use of the Premises for transient aircraft storage. Tenant shall, continuously and uninterrupted during the term of this Lease, conduct its business activities, as permitted herein, upon the Premises unless prevented from so doing by market conditions, pandemic, strikes, fire, casualty, or other causes beyond Tenant's control, except during reasonable periods for repairing, cleaning, and decorating the Premises.

C. Secondary Use of the Premises. Tenant shall also be permitted to use the Premises as an event venue as a secondary occasional use as long as such use complies with the rules and regulations of the FAA and the City of Paso Robles. Notwithstanding the foregoing, at no point shall the secondary use supersede the primary use. The event venue shall be designed and constructed for "assembly use" in accordance with Paso Robles Building Department and Fire Department regulations. Event venue use will be limited to 24 events per year. Only in the event Tenant is using the Premises for paid events in that calendar year. The Landlord will have the option to use the event venue at no cost one (1) time per year. Landlord's event uses shall not count toward the maximum yearly event use outlined in this Section. Landlord event uses may be on any day of the week acceptable to the Tenant, including holidays, Friday, Saturday, or Sundays. Landlord shall provide notice to Tenant thirty (30) days prior to Landlord's event taking place. Such use by Landlord will be limited to the first floor hangar area and downstairs bathrooms of the hangar facility. All outside costs, such as staffing, catering and related items, for Landlord's use shall be borne by Landlord. As a condition to such use, Landlord shall provide event liability insurance naming Tenant as an additional named insured and shall agree to indemnify and hold Tenant harmless from all loss, costs, claims, liability, or damages arising out of or connected with Landlord's use of the Premises. Tenant shall provide notice to Landlord thirty (30) days prior to any event taking place, except for celebrations of life, which shall be seven (7) days. Tenant shall also ensure that parking for said event does not impact Airport operations and remains on-site. **Exhibit "C"** shall depict clearly defined onsite parking areas for the event venue use. Parking will be in the designated parking areas of hangar ramp area and shall in no way hinder the operation of the Airport. Upon Landlord permission and payment of compensation to Landlord, Tenant may provide off-site parking for event venue use. In the event that Tenant does not comply with the terms of this Section, City shall have the right to prevent the further use of the Premises as an event venue.

D. Tenant shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction thereover, including, but not limited to, the FAA, which may be necessary for the conduct in the Premises of its business

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operations and activities. Without limiting the generality of the foregoing, Tenant shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises for the purpose demised hereunder, except for those requiring major Alterations to the Premises as distinguished from those relating to furniture, fixtures or equipment of Tenant therein. Tenant shall indemnify and save Landlord harmless from and against any claims, penalties, losses, damages, or expenses imposed by reason of Tenant's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

E. Tenant acknowledges Landlord is entering into this Lease in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing, or restricting the City of El Paso De Robles in its regulatory or governmental capacity (referred to herein when acting in such capacity as “City”), or granting any rights upon Tenant with respect to the use, occupancy, development, or operation of the Premises in a manner inconsistent with any laws or applicable requirements.

F. Nothing in the approval of this Lease by the Landlord shall be binding on the City Council, Planning Commission, or any other commission, committee, board, or body of the City regarding any Approvals of the Proposed Development required by such bodies regarding Tenant’s use of the Premises. Nothing in this Lease, nor any action by Tenant with reference to this Lease or any related documents shall be deemed to constitute issuance or waiver of any required City approval regarding the Premises, or waiver or exercise of any legislative discretion of the City regarding any application, approval or other matter relating to Tenant’s intended use of the Premises.

G. The parties agree that nothing in this Lease is intended to commit the Tenant to completing a particular project or to commit the City to granting any approval for such proposed use. The City’s approval of this Lease does not constitute approval by the City of any proposed development on the Premises or of other activity on the Premises that would have a direct or reasonably foreseeable indirect environmental impact pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.* (“CEQA”). (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Tenant’s future use or development of the Premises is expressly conditioned on CEQA compliance. City shall conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development or use of the Premises by Tenant. Nothing in this Lease shall be construed to limit the City’s discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting Tenant’s applications for the Entitlements or any proposed development or use of the Premises by Tenant, as provided in Public Resources Code Section 21002. Following completion of the City’s environmental review of any proposed development or use of the Premises by Tenant, the City shall file a notice of such approval as provided in Public Resources Code Section 21152.

H. Notwithstanding any other remedies of Landlord hereunder, in the event of a breach of this Section 4.1, Tenant, upon receipt of written notice from Landlord of said breach, shall cure said specified breach within ten (10) business days. If cure is not performed within ten (10) business days, Landlord, at its option, may terminate this Lease upon thirty (30) days' written notice. However, if Tenant has undertaken steps to cure within ten (10) business days, then Landlord shall not terminate this Lease unless Tenant fails to diligently complete said cure. In such event, Landlord may terminate this Lease upon thirty (30) days written notice. Notwithstanding the foregoing, if at any time Tenant's breach has a material adverse effect on the operations of the Airport or creates an emergency situation that, in City's reasonable estimation, presents a risk to public health or safety, Tenant shall immediately commence to cure such breach.

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4.2. Restrictions on Use.

A. Tenant shall not use or permit the use of the Premises for any purpose other than that set forth in Section 4.1 above, and Tenant shall comply promptly with all applicable laws, rules, and regulations regarding the use of the Premises, including, but not limited to all rules and regulations promulgated by the FAA.

B. Tenant shall not use or permit the use of the Premises in any manner that will (A) tend to create or permit any waste or nuisance, (B) tend to disturb other tenants or users of the Airport, (C) invalidate or cause cancellation or be in conflict with fire or other hazard insurance policies covering the Airport, or (D) increase the rate of fire insurance for the Airport or of property located therein, over that rate in effect on the Effective Date hereof. Tenant, at its expense, shall comply with all rules, orders, regulations or requirements of the State and City Fire Code.

4.3. Airport Use. In connection with the ownership and use of the Airport by Landlord, Tenant hereby agrees as follows:

A. Landlord reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance. If the foregoing development or improvement shall have a material adverse effect on Tenant's use of the Premises or Tenant's cost to operate or maintain the Premises, the parties hereto shall meet and confer and reach agreement prior to the commencement of such development, improvement, or modification.

B. Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport to standards established by Landlord in Landlord's sole discretion, together with the right to direct and control all activities of Tenant in this regard.

C. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Landlord and agencies of the United States relative to the development, operation, or maintenance of the Airport.

D. In the event any future structure or building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises, Tenant shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations.

E. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. Section 1349).

F. There is hereby reserved to Landlord, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause within the said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operating on the Airport.

G. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not permit any natural growth or other obstruction on the land leased hereunder above a height as

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determined by the application of the requirements of Part 77 of the Federal Aviation Regulations and City of Paso Robles Fire Department. In the event the aforesaid covenants are breached, Landlord reserves the right to remove the offending structure or object, all of which shall be at the expense of Tenant.

H. Tenant shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Premises and cause the abatement of such interference, at the expense of Tenant.

I. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport, by the United States during the time of war or national emergency or otherwise.

J. Tenant shall conform to the Airport Rules and Regulations and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the Airport, and will be subject to penalties as prescribed by the Airport for violations of the Airport safety and security requirements.

4.4. Airport Security. Tenant is responsible for maintaining security in and around the Premises or any other area adjacent to or upon the Airport which Tenant has an exclusive right to use or which Tenant otherwise controls. Tenant is further responsible for maintaining security with respect to access to and entry upon Airport operations areas, or other areas of the Airport designated by Landlord from time to time as security areas, by employees, subtenants, contractors, invitees or customers of Tenant or any other person who enters the Airport operations areas at Tenant's invitation, direction, or authority, whether through or from the Premises or otherwise. Landlord shall condition future development of adjacent parcels to provide security fencing in order to maintain the security of the Premises, and shall connect such fencing to planned fencing/gates erected by Tenant.

4.5. Hazardous Materials.

A. Restrictions. Landlord acknowledges receipt and consents to Tenant's list of the current hazardous materials or toxic substances, as more particularly described on **Exhibit "B"**, attached hereto, and made a part hereof, which are necessary or useful to Tenant's business and which are used, kept, and stored in a manner that complies with all laws relating to such hazardous materials or toxic substances so brought upon or used or kept in or about the Premises or the Airport. Notwithstanding the foregoing, Tenant shall not cause or permit any hazardous materials or toxic substances which are not included on the foregoing approved list to be brought upon, kept, or used in or about the Premises or the Airport by Tenant, its agents, employees, contractors, or invitees, without the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld so long as Tenant demonstrates to Landlord's reasonable satisfaction and covenants to Landlord that such hazardous materials or toxic substances are necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws relating to any such hazardous materials or toxic substances so brought upon or used or kept in or about the Premises or the Airport. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous materials or toxic substances on the Premises or the Airport caused or permitted by Tenant results in contamination of the Premises or the Airport, or if contamination of the Premises or the Airport by hazardous materials or toxic substances otherwise occurs for which Tenant is

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legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Airport, damages arising from any adverse impact on marketing of space in the Airport, and sums paid in settlement of claims, actual attorneys' fees, consultant fees and expert fees), to the extent arising during or after the term of the Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions, including regular inspections, or any clean up, remedial, removal or restoration work required or recommended by any federal, state, or local governmental agency or political subdivision because of hazardous materials or toxic substances present in the soil or ground water on or under the Premises and/or the Airport. The indemnity, defense and hold harmless obligations of Tenant hereunder shall survive any termination of this Lease. Without limiting the foregoing, if the presence of any hazardous materials or toxic substances on the Premises or the Airport caused or permitted by Tenant results in any contamination of the Premises or the Airport, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises and the Airport to the condition existing prior to the introduction of any such hazardous materials or toxic substances; provided that, Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions, in Landlord's sole and absolute discretion, would not potentially have any material adverse long-term or short-term effect on the Premises or the Airport.

B. Testing Wells. Landlord shall have the right, at any time, to cause testing wells to be installed on or about the Premises and/or the Airport, in a manner that will not unreasonably interfere with the Tenant's use of the Leased Premises, and may, at its option, cause the ground water, soil and air to be tested to detect the presence of hazardous materials or toxic substances at least once every twelve (12) months during the term of the Lease by the use of such tests as are then customarily used for such purposes. Landlord shall provide Tenant with thirty (30) days prior written notice if it determines such testing wells are to be installed in order to minimize disruption to Tenant's business operations. If Tenant so requests, Landlord shall supply Tenant with copies of such test results. Landlord shall bear the cost of such tests and of the maintenance, repair, and replacement of such wells, unless such test indicates that the presence of hazardous materials or toxic substances are the result of Tenant's operations on the Premises. In that event, the cost of such tests and of the maintenance, repair and replacement of such wells shall be fully paid for by Tenant within ten (10) business days after receiving a statement of charges from Landlord.

C. Access. Landlord and Landlord's agents shall have the right to inspect the Premises for the purposes of ascertaining Tenant's compliance with this Lease, Airport Minimum Standards, and Airport Rules and Regulations with notice at least five (5) days in advance of any inspection. The cost of such inspections shall be paid by Landlord, unless such inspection reveals the presence of hazardous materials or toxic substances are the result of Tenant's operations on the Premises. In the event of a release, spill or mishandling of hazardous materials or toxic substances, Tenant shall immediately inform Landlord verbally and in writing. Such notice shall identify the hazardous materials or toxic substances involved and the emergency procedures taken.

D. Assignment and Subletting. It shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease if: (A) the proposed assignee's or subtenant's anticipated use of the Premises or the Airport involves the generation, storage, use, treatment or disposal of hazardous materials or toxic substances other than as set forth on **Exhibit "B"** without the prior written approval of Landlord; (B) the proposed assignee or subtenant has been required by any prior landlord, lender or governmental authority to take remedial action in connection with hazardous materials or toxic substances

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contaminating a property if the contamination resulted from such assignee's or subtenant's actions or use of the property in question; or (C) the proposed assignee or subtenant is subject to an enforcement order issued by any governmental authority in connection with the use, disposal or storage of any hazardous materials or toxic substances

E. Definitions. As used herein, the terms "hazardous materials and/or toxic substances" mean (A) any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal government or special district, (B) designated as a "hazardous substance" pursuant to Section 1311 of the Federal Water Pollution Control Act (33 USC Section 1317), (C) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 USC Section 6901, et seq. (42 USC Section 6903), (D) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq. (42 USC Section 9601), (E) defined as a "hazardous waste" or as a "hazardous substance" pursuant to Section 25117 or 25316 of the California Health and Safety Code, (F) substances defined as "hazardous materials" in the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., (G) any infectious wastes or substances, or (H) petroleum and any by-products thereof. References herein to specific statutes or laws shall also be references to any amendments of or applicable successor statutes or laws.

F. Delivery of Inventory and Plans. During the term of the Lease, Tenant shall immediately deliver to Landlord (A) a new list of all such hazardous materials and toxic substances, each time Tenant adds or changes the materials or substances it may use and each time a material or substance used by Tenant becomes included within the definition of hazardous materials or toxic substances under this Lease (due to new or revised laws or otherwise), and (B) copies of all reports required by any and all regulatory agencies governing the use, handling, storage and disposal of hazardous materials or toxic substances. Tenant shall obtain Landlord's written consent prior to the use or storage of any such added or changed materials or substances.

G. Insurance. Any increase in the premium for insurance carried by Landlord or required of Tenant under this Lease on the Premises or the Airport which arises from Tenant's use and/or storage of these materials shall be solely at Tenant's expense. Tenant shall procure and maintain at its sole expense such additional insurance as may be necessary to comply with any requirement of any federal, state or local governmental agency or special district with jurisdiction.

H. Storage. It is the intent of the parties hereto that the provisions of this Section 4.5 regarding the use and handling of hazardous materials and toxic substances shall also apply to Tenant's storage upon the Premises of any substances, including, but not limited to, gasoline and diesel fuels, in above or below-ground storage tanks.

5. OPERATING EXPENSES

5.1. Taxes and Assessments. Tenant shall pay without abatement, deduction or offset all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the Leased Premises, improvements located on the Leased Premises, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against Landlord or Tenant. Tenant shall make all such payments directly to the charging authority at least fifteen (15) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for nonpayment. If, however, the law permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election,

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utilize the permitted installment method, but shall pay each installment with any interest before delinquency. Tenant shall not be required to pay any franchise, state inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits or revenue tax, or any other tax, assessments or charge attributable to Landlord. In addition, Landlord shall be solely responsible for any income taxes assessed against Landlord arising out of its operation of the Airport or related to the rents received from Tenant.

If at any time during the term of this Lease any tax, however described, is levied, or assessed against Landlord as a substitute, in whole or in part, for any real property taxes, or in addition to such real property taxes, Tenant shall pay before delinquency the substitute or additional tax or excise. Such substitutes include, but are not limited to, any possessory interest tax imposed on Tenant by California Revenue and Taxation Code Sections 103 and 107.

Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes pursuant to Revenue & Taxation Code Section 107.6 and that, if a possessory interest is created, Tenant shall, in accordance with this Section 5, be responsible for payment of property taxes levied against such possessory interest. Any documentary transfer tax assessed upon the creation of a leasehold interest in the Premises under this Lease shall be paid by Tenant. Tenant hereby expressly acknowledges that Landlord has given Tenant notice that Tenant's possessory interest in the demised premises may be taxed.

Tenant's initials

A. Proof of Compliance. Tenant shall furnish to Landlord at least fifteen (15) days before the date when any tax, assessment or charge would become delinquent, receipts or other appropriate evidence establishing their payment. Tenant may comply with this requirement by retaining a tax service to notify Landlord when the taxes have been paid.

B. Proration. Taxes and assessments determined from the latest information available for the first and, if Tenant is not in default under this Lease, the last year of this Lease shall be prorated between the Landlord and Tenant on the basis of a three hundred sixty-five (365) day year for any fractional portion of a tax fiscal year commencing July 1st and ending June 30th included within the term of this Lease.

C. Payment by Landlord. In the event Tenant fails to pay such taxes or assessments, Landlord may, at its option, after giving fifteen (15) days' notice to Tenant, pay any such taxes or assessments together with all penalties and interest which may have been added thereto by reason of any such delinquency or failure to pay, and may likewise redeem the Leased Premises or any part thereof, or the buildings or improvements located thereon, from any tax sale or sales. Any such amounts so paid by Landlord shall become immediately due and payable as additional rent by Tenant to Landlord, together with interest thereon at the maximum lawful rate from the date of payment by Landlord until paid by Tenant. Any such payment shall not be deemed to be a waiver of any other rights of Landlord hereunder. Tenant may, in good faith, contest any such tax or assessment at its expense. However, Tenant shall defend itself and Landlord against the same and shall pay and satisfy any judgment including all penalties and interest that may be rendered thereon. Landlord may require Tenant to furnish Landlord a surety bond or other security reasonably satisfactory to Landlord in an amount equal to such contested tax or assessment, indemnifying Landlord against liability for such tax or assessment and holding the Leased Premises free from the effect of such tax or assessment. Landlord shall cooperate with Tenant in any such contest and

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shall execute any necessary legal documents incident thereto but shall be held harmless by Tenant against all costs or expenses incident to such cooperation.

5.2. Net Lease. This shall be a triple net Lease and Base Rent shall be paid to Landlord absolutely net of all costs and expenses, except as specifically provided to the contrary in this Lease. It being understood that Landlord will receive the rent set forth in Section 3 free and clear of any and all other impositions, taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent required by Section 3, and to the other amounts payable by Tenant pursuant to this Lease, Tenant shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise or may be contemplated under any provision of this Lease during the term hereof. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. Except as otherwise provided in this Lease, it is the intention of the parties hereto that this Lease shall not be terminable for any reason by Tenant, and that Tenant shall in no event be entitled to any abatement of or reduction in rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this Lease.

6. UTILITIES AND SERVICES

6.1. Utilities. As a condition of this lease, at such time as Tenant develops the Leased Premises, Tenant shall ensure that dry utilities (phone, fiber internet, and electricity) and wet utilities (sewer and water) are installed on the site extending approximately 300 feet north of the terminus of Wright Way to the southern portion of the most northerly building depicted in Exhibit "C". Utilities will be brought along the proposed taxiway near the property line delineating Lot 41 and Lot 42 for the purposes of serving utilities to both Lot 42 and future development of Lot 41. The Tenant shall provide access to said utilities for any future development of Lot 41. Tenant will also install a taxi way 35' wide on the property from taxi way Foxtrot to Wright Way, an entry gate for parcel 42 at Wright Way, of which Landlord will have access. During the term of this Lease, Tenant agrees to pay all charges and expenses in connection with utility services furnished to the Leased Premises and to protect Landlord and the Leased Premises from all such charges and expenses. If any utilities are not separately metered for the Leased Premises, Tenant will arrange for separate meters at Tenant's expense and Tenant shall contract directly with utility providers. If separate meters are not possible, Tenant shall reimburse Landlord for Tenant's pro rata share, as reasonably determined by Landlord, of all shared utilities within ten (10) business days after billing by Landlord.

6.2. Tenant acknowledges that, except as provided below, Landlord has no obligation to provide utilities except those already furnished as of the date of this Lease to the Premises or additional utilities. Notwithstanding the foregoing, Landlord agrees to complete the full improvements to Wright Way, including full street width paving, curb and gutter, landscaping, and will include stub outs for water and sewer to the Premises property line, as depicted in **Exhibit "D"**. Landlord shall not be liable to Tenant under any circumstances for damages or loss to Tenant's property, injury to person or property, or consequential damages, however occurring, through, in connection with, or incidental to failure to furnish or interruption of any utilities, access or services, except for those described above.

6.3. Tenant shall comply with all rules and regulations which Landlord, any governmental agencies or authorities, or any utility company may establish for the use, proper functioning, and protection of any such utility.

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7. IMPROVEMENTS, REPAIRS AND MAINTENANCE

7.1. Tenant's Obligations to Improve, Maintain and Repair. Tenant shall maintain, or cause to be maintained, the Premises and every part thereof in good order, condition and repair according to standards determined by Landlord (whether or not such part of the Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such part of the Premises), including, without limiting the generality of the foregoing, (A) all buildings, structures or fixtures, including foundations, roofs, ceilings, floors, interior and exterior walls, (B) store fronts, windows, doors, hangar doors, plate glass, showcases, skylights, entrances and vestibules located within the Premises, (C) automobile and aircraft pavement, driveways, landscaping, parking lots, fences, gates, and signs, and (D) all sprinkler systems, plumbing, sewers, drainage devices, heating, air conditioning, electrical facilities, equipment and other utilities or facilities serving the Premises. Tenant shall commence any repair within thirty (30) days after the receipt by Tenant of written notice of the need for such repair, including any notice from Landlord. Landlord shall not be liable to Tenant by reason of any injury to or interference with Tenant's business arising from or connected with the need for or the making of any repairs, alterations, or improvements. All repairs, modifications or improvements to the Premises shall be performed in accordance with the building standards of the City of Paso Robles, and it shall be the responsibility of Tenant to secure appropriate permits from the City of Paso Robles.

Tenant shall keep the exterior of the improvements on the Premises in a reasonably neat and attractive condition, free from waste or debris, and replace any trees, shrubs, plants, and ground cover as may be needed. Tenant shall screen and landscape all outside storage areas and service yards of the Premises with fencing and landscaping approved by Landlord and shall not allow any temporary structures or facilities on the Premises, without Landlord's reasonable approval.

Tenant shall assure that only essential support vehicles, aircraft and equipment are parked or stored outside and adjacent to the hangar. Tenant shall provide parking within boundaries of lease hold for all uses, off-site parking will not be permitted without compensation to the Landlord per the most recently adopted fee schedule.

7.2. Landlord's Remedies. In the event Tenant fails to perform its obligations under Section 7.1 Landlord may, at its option, after fifteen (15) days' written notice to Tenant to cure such failure, enter upon the Premises and put the same in good order, condition and repair, and the cost thereof shall become due and payable, upon demand, by Tenant to Landlord as additional rent.

7.3. No Landlord Obligations. Landlord shall have no obligation to make any repairs to the Premises other than as expressly and specifically set forth in this Lease. Tenant hereby waives any and all rights provided in Sections 1941 through 1942, inclusive, of the Civil Code of California and hereby waives, to the extent permissible, any rights other than statutes or laws now or hereafter in effect which are contrary to the obligations of Tenant under this Lease, or which place obligations upon Landlord in addition to those provided in this Lease.

7.4 Landlord's Reservations of Rights. During the term of this Lease, Landlord reserves the right, in its sole discretion, to reconstruct, alter or improve the aircraft pavement areas of the Premises, at Landlord's sole cost and expense, to such standards as it shall determine; provided, however, if such reconstruction, alteration or improvement to the aircraft pavement areas would result in a material adverse effect on

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Tenant's use of the Premises, the parties hereto shall meet and confer prior to the commencement of such reconstruction, alteration or improvement. Tenant hereby acknowledges that Landlord has no obligation to make such alterations or improvements

7.5 Indemnity. Tenant shall indemnify and save harmless Landlord against all actions, claims and damages by reason of (A) Tenant's failure to perform the terms of this Section 7, or (B) Tenant's nonobservance or nonperformance of any law, ordinance, or regulation applicable to the Leased Premises, and any liability or duty to repair imposed by the laws of California.

7.6 Landlord agrees to cause the drainage channel as depicted on Exhibit "D" attached hereto to be constructed at no cost to Tenant. Additionally, no later than one hundred and twenty (120) days following the Effective Date of this Lease, Landlord shall apply for and thereafter diligently and continuously process the approval of removing the detention basin depicted in Parcel 42 of the Parcel Map. Notwithstanding the foregoing, Landlord is in no way guaranteeing that the detention basin removal will be approved within this one hundred and twenty (120) day period Tenant shall permit water from adjacent parcels flow through the drainage channel, but Tenant shall not be required to provide any additional storage or water retention for water flows from adjacent parcels

8 PLANS AND SPECIFICATIONS; CONSTRUCTION; LIENS AND CLAIMS

8.1 Approval of Plans. No improvement shall be erected, placed, altered, or maintained on the Premises unless plans and specifications have been approved in writing by Landlord, at Landlord's sole discretion. As a part of this Lease, Tenant has provided to Landlord a site plan acceptable to the City for the Project. The plan is attached hereto to this Lease as **Exhibit "C"**. Prior to commencing construction of any building, structure, or improvement (not including the internal layout) on the Leased Premises, Tenant shall notify Landlord of the date of commencement and expected completion thereof and shall submit for approval plans and specifications in accordance with the City of El Paso de Robles Community Development Department Application Guide for Major Development, which can be found at:

<http://www.prcity.com/government/departments/commdev/planning/pdf/forms-applications/MajorGuide.pdf>:

8.2 Time for Approval. Tenant shall notify Landlord in writing when completed plans and specifications for improvements to be erected, placed, or altered on the Premises have been submitted to Landlord ("**Notice**"). Such plans and specifications shall be processed in accordance with the normal procedures of the City of Paso Robles. If Landlord does not approve the plans and specifications within ten (30) business days of submittal to Landlord, it shall notify Tenant of the reasons for its disapproval, and failure to so notify Tenant shall be deemed approval of the plans and specifications. By approving the plans and specifications, Landlord does not represent or warrant that such plans and specifications comply with Applicable Laws. Tenant shall be responsible, at Tenant's sole cost and expense, for securing all necessary governmental or quasi-governmental approvals of the plans and specifications and for securing all permits necessary to construct and operate any improvements or Approved Improvements (the "**Final City Approvals**").

8.3 Taxi Way: Landlord shall require any future Parcel 41 tenant to provide at the shared boundary line of Parcels 41 and 42, (i) a minimum 30' wide paved taxi way as depicted on Parcel Map No. 3188, and (ii) a 75' building setback line to allow for transit of larger aircraft.

8.4 Sharing of Utilities and Improvements with Parcel 41: Tenant shall provide access to the utilities installed by Tenant to any adjacent leaseholder as detailed in section 6.1.

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8.5 Commencement of Construction. Once Tenant has commenced construction, Tenant shall pursue the same with reasonable speed and dispatch in compliance with the approved plans and specifications. All construction shall be in accord with all applicable laws, ordinances, and regulations. Tenant's construction shall not interfere with Landlord's operation of the Airport, and Tenant shall comply with all directives of Landlord related thereto. If Tenant is prevented from completing improvements on account of strikes, lockouts, failure of contractor or subcontractors, inability to procure material or labor in the free market, governmental restrictions, fire, earthquake, the elements, or other casualty or similar extraordinary conditions beyond Tenant's reasonable control (excluding financial difficulties, economic conditions or inability to obtain governmental approvals), then the Tenant shall thereafter proceed with all reasonable speed and dispatch to complete the improvements.

8.6 Liabilities. By approving plans and specifications, Landlord assumes no liability therefor, or for any defect resulting from the plans and specifications. Tenant indemnifies and shall hold Landlord harmless from any damage, loss or prejudice claimed, and from all expenses incurred arising out of approvals of plans and specifications or any improvement on the Premises. Tenant hereby assigns to Landlord all warranties and guarantees of all material suppliers, contractors and subcontractors furnishing material or labor or otherwise relating to any improvements or Approved Improvements.

8.7 Approved Buildings and Improvements. All of the improvements shown in the approved plans and specifications constitute the "**Approved Improvements.**" Substantial modifications to Approved Improvements shall be made only with prior written approval of Landlord, except that Landlord's prior written approval shall not be required for changes to the interior of any building on the Premises. Notwithstanding the foregoing, nothing in this Section 8.5 shall limit, alter, or waive the building and permit requirements of the City of Paso Robles

8.8 Notice of Work. Before commencement of any construction, alteration, addition, replacement or restoration of any building, structure or other improvement, Tenant shall (A) give to Landlord written notice of the work to be performed, specifying the nature and location of the intended work and the expected date of commencement and completion thereof; and (B) provide Landlord with written plans and specifications therefor, and shall have obtained the written approval thereof from the Landlord as required above. Landlord reserves the right at any time and from time to time to post and maintain on the Leased Premises such notices as may be necessary to protect Landlord against liability for all such liens and claims.

8.9 Covenant Against Liens and Claims. Tenant shall not allow or permit to be enforced against the Leased Premises or any part thereof, any mechanic's, materialmen's, contractor's or subcontractor's liens arising from any claim growing out of work of any construction, repair, restoration, replacement or improvement, or any other claim or demand no matter how the same may arise. Subject to the terms of Section 8.8, Tenant shall pay or cause to be paid all of said liens, claims or demands before any lawsuit is brought to enforce them against the Leased Premises. Tenant agrees to indemnify and hold the Landlord and the Leased Premises free and harmless from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses incurred by Landlord in connection therewith.

8.10 Tenant's Right to Contest Liens. Notwithstanding anything to the contrary set forth above, if Tenant shall in good faith contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Leased Premises. A condition to Tenant's right to contest the validity of any lien, claim or demand shall be that if Landlord shall require, Tenant shall furnish to Landlord evidence of a surety bond satisfactory to Landlord in an amount

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at least equal to the contested lien, claim or demand, the effect of which is to indemnify Landlord against liability for the same, and to hold the Leased Premises free from the effect of such lien or claim.

8.11 Landlord Paying Claims. Subject to the terms of Section 8.8, in the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Leased Premises, or any lien or claim for labor or material employed or used or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance and use of the Leased Premises and any improvements thereon, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Leased Premises and improvements, or any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the terms of this Lease, and if Tenant, after fifteen (15) days' written notice from Landlord to do so shall fail to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge and fails to post security as provided elsewhere in this Lease, then Landlord may, at his option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, or settle or discharge any action therefor, or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection with any of the foregoing shall be paid by Tenant to Landlord upon demand, together with interest thereon at Bank of America's prime rate from the date incurred or paid. Any default in such repayment by Tenant shall constitute a breach of the covenants and conditions of this Lease.

8.12 Prevailing Wage. Tenant acknowledges that any improvements, alterations, or repairs on the Premises, may be subject to the payment of prevailing wage under the provisions of the California Labor Code. To the extent any such improvements, alterations, or repairs are subject to prevailing wage requirements, the following shall apply:

A. Tenant shall and shall cause its contractors and subcontractors to: pay prevailing wages in the construction of any improvements, or alterations on the Premises, or any other work as those wages are determined pursuant to Labor Code Sections 1720 et seq.; to employ apprentices as required by Labor Code Sections 1777.5 et seq.; and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and the implementing regulations of the Department of Industrial Relations (the "DIR") for all such Labor Code sections.

B. Tenant shall indemnify, hold harmless and defend (with counsel selected by the Landlord), to the extent permitted by applicable law, Landlord, its councilmembers, commissioners, officials, employees and agents, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Tenant, or its contractors or subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire apprentices in accordance with Labor Code Sections 1777.5 et seq., or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and the implementing regulations of the DIR in connection with the work performed pursuant to this Lease. The provisions of this Section shall survive expiration or earlier termination of this Lease.

9. INSURANCE AND INDEMNITY

9.1 Landlord's Non-liability. Landlord shall not be liable for any loss, damage or injury of any kind to any person or property arising from any use of the Leased Premises, or any part thereof, or caused by any defect in any building, structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Tenant or any of its agents, employees, licensees or invitees, or by or from any accident on the Leased Premises or any fire or other casualty

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thereon, or occasioned by the failure of Tenant to maintain the Leased Premises and all improvements thereto in a safe condition, or arising from any other cause except where caused by the sole negligence or willful misconduct of Landlord, its agents or employees.

9.2 Indemnification of Landlord.

A. To the fullest extent permitted by law, Tenant shall, at Tenant's sole expense and with counsel reasonably acceptable to Landlord, defend, indemnify, and hold harmless Landlord and Landlord's officers, officials, employees and agents from and against all claims, (including demands, losses, actions, causes of action, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including consultant and expert fees, costs of investigation, court costs and attorney's fees) from any cause, arising out of or relating (directly or indirectly) to this Lease, the tenancy created under this Lease, or the Premises, including without limitation:

- i. The use or occupancy, or manner of use or occupancy, of the Premises or buildings by Tenant;
- ii. Any act, error or omission, or negligence of Tenant or of any subtenant, invitee, guest, contractor or licensee or Tenant or any subtenant in, on, or about the Premises;
- iii. Tenant's conducting or managing of its business;
- iv. Any alterations, activities, work, or things done, omitted, permitted, allowed, or suffered by Tenant in, at, or about the Premises or buildings, including the violation of or failure to comply with any insurance requirements or any applicable laws, statues, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the Effective Date or enacted, promulgated, or issued after the date of this Lease, and;
- v. Any breach or default in performance of any obligation on Tenant's part to be performed under this Lease, whether before or during the term of this Lease or after its expiration or earliest termination.

B. This indemnification extends to and includes, without limitation, claims for:

- i. Injury to any persons (including death at any time resulting from that injury);
- ii. Loss of, injury or damage to, or destruction of property (including loss of use at any time resulting from that loss, injury, damage, or destruction); and
- iii. All economic losses and consequential or resulting damage of any kind.

C. Notwithstanding anything herein to the contrary, Tenant shall have no responsibility or liability for (a) any adverse condition or defect on or affecting the Property not caused by Tenant or any of Tenant's officers, employees, contractors, consultants or any of their invitees ("**Tenant Permitted Parties**") but discovered or impacted during the term of this Lease including, without limitation, the release, spread, pre-existing presence or discovery of any matter (such as, but not limited to, any hazardous materials), other than to the extent Tenant or any Tenant Permitted Party negligently and materially exacerbates any such hazardous materials; or (b) the results or findings of any inspection or discoveries or any actions arising

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therefrom, including, without limitation, any diminution in value in the Premises arising from or relating to matters discovered during the term of this Lease.

D. Tenant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Lease until all claims against Landlord involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

9.3 Liability Insurance. Tenant shall procure and maintain at all times during the term of this Lease, at its sole cost and expense, a policy or policies of comprehensive public liability insurance by the terms of which Tenant is named as insured and Landlord is named as an additional insured and are indemnified against liability for damage or injury to property or person, including death, of any person entering upon or using the Leased Premises or any improvements thereon or any part thereof, with a combined single limit coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) and annual aggregate coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) applying to injury to or death of any one or more persons arising from the same occurrence and for damage or injury to property. If Landlord's reasonably exercised judgment determines that the liability insurance amounts set forth herein become inadequate, then Landlord may, by written notice, require an increase in coverage commencing with the next policy anniversary date. Such public liability insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Landlord and shall contain a provision (provided such provisions are available without increased premium) that the Landlord, although named as an insured shall nevertheless be entitled to recover under that policy for any loss, injury or damage to the Landlord, its agents and employees or the property of such persons by reason of the negligence of Tenant. Worker's compensation insurance shall be in the amounts required by law.

9.4 Endorsements. The following endorsements shall be attached to the liability insurance policy:

A. If the insurance policy insures on an "accident" basis, it shall be changed to an "occurrence" basis.

B. The policy must cover personal injury, as well as bodily injury.

C. The coverage shall be at least as broad as comprehensive liability and broad form comprehensive general liability or "commercial" general liability.

D. The Landlord, its officers, agents, employees, and volunteers shall be named as insured under the coverage afforded with respect to liability arising out of activities performed by or on behalf of Tenant under this contract. The coverage shall contain no special limitations on the scope of protection afforded to Landlord, its officers, agents, employees, and volunteers.

E. An endorsement shall be attached which states that the coverage is primary insurance and that any insurance or self-insurance fund maintained by or available to Landlord or any of its officers, agents, employees, or volunteers shall be in excess of Tenant's insurance and shall not be called upon to contribute to a loss covered by the policy.

F. The policy must provide that it shall not be canceled or changed or made the "retroactive date" of the policy or any renewal or replacement policy be changed without thirty (30) days' prior written notice to Landlord.

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G. A cross-liability endorsement must be included to the effect that each insured is covered as if separate policies had been issued to each insured.

H. The liability coverage may be either on a blanket basis or a policy which specifically identifies this Lease with a contractual liability endorsement.

I. Any deductibles or self-insured retention must be declared to and approved by Landlord. At the option of Landlord, the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Landlord, its officers, agents, employees and volunteers or the Tenant shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense expenses.

J. If the policy or policies are written on a "claims made" basis, the retroactive date of such policies shall be maintained as the date this Lease was executed or earlier in time notwithstanding any renewals of such policies or changes in insurance carriers. Further, the reporting period for claims made under such policy or policies shall, at a minimum, continue through sixty (60) days after termination of this Lease.

9.5 Additional Requirements - Claims Made Policies.

A. **Statement of Coverage.** If the policy or policies are written on a "claims made" basis, the insurer shall provide Landlord with a statement specifically describing (A) the date coverage began under the policy and the retroactive date for claims received, (B) the reporting period(s) applicable to the policy, and (C) the incident, event and claims notice procedures applicable to the policy and the name and address of the person to whom notice of incidents, events and claims may be given.

B. **Notice of Events and Claims.** If the policy or policies are written on a "claims made" basis, Tenant shall give its insurance carrier and Landlord written notice of each and every event or incident occurring during the term of this Lease that may ripen into a claim. Notice shall be given no later than ten (10) days after such event or incident.

9.6 **Fire Insurance.** Tenant shall at all times during the term of this Lease and at its sole expense, procure and maintain in full force a policy or policies of standard fire and extended coverage insurance insuring all improvements on the Leased Premises in an amount equal to not less than the full replacement costs. Tenant agrees to reevaluate insurance coverage at three (3)-year intervals and to increase said coverage if it shall be less than the full replacement cost of the improvements on the Leased Premises. The amount of the full replacement cost shall be determined in writing by the carrier of insurance then in force and shall be binding on the parties for the purpose of this paragraph. The insurance policies insuring against fire or other casualty shall include a "Loss Payee" endorsement issued in favor of Landlord and the interest of the holder of any "mortgage" executed by Tenant in connection with obtaining of any interim or permanent financing with respect to the Leased Premises, and said policies shall provide that any loss is payable jointly to Landlord, Tenant and the holder, if any, of a "mortgage" in the Tenant's interest under this Lease. Proceeds from any insurance policy shall be used in accordance with the provisions of this Lease dealing with use of insurance funds for repair and restoration.

9.7 **Certificates or Policies of Insurance.** All policies of insurance procured and maintained by Tenant hereunder shall be issued by companies authorized to do business in California having not less than Best's A rating and shall be issued in the name of the Landlord and Tenant for the mutual and joint benefit and protection of the parties. Executed copies of all insurance policies or a certificate thereof shall be delivered to Landlord on the Effective Date and shall contain a provision that not less than thirty (30) days' written

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notice shall be given to Landlord prior to the cancellation, reduction of coverage, expiration or any material change in any such policy.

9.8 Use of Insurance Funds for Repair and Restoration. In the event any buildings, structures or improvements located on the Leased Premises are damaged by fire or other casualty, any such sums as are received from or on account of any policy of insurance covering the same shall, except as provided in Section 10 below, be expended for the restoration, repair, or replacement of said buildings, structures, or improvements.

9.9 Failure to Provide Insurance. If Tenant fails or refuses to procure or to maintain insurance as required by this Lease or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right at Landlord's election, without notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as added rent due from Tenant with interest at the Bank of America prime rate, to be paid within thirty (30) days of demand. Landlord shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers.

9.10 Waiver of Subrogation. The parties hereby release each other, and their respective representatives, from any claims for damage to any person or to the Premises and the improvements which may be located upon the Premises and to the fixtures, personal property, Tenant's improvements and alterations of Tenant in or on the Premises and the improvements which may be located upon the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of any such damage. Each party hereto 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, provided obtaining such a waiver in each such policy is then available at a reasonable charge.

10. REPAIR AND RESTORATION

If during the term of this Lease any building or improvement on the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant shall, at its sole cost and expense, repair or restore the same according to the original plans thereof or to such modified plans as shall be previously approved in writing by Landlord pursuant to Section 8. If such damage or destruction occurs during the last eighteen (18) months of the Lease term Tenant shall have no duty to repair or restore, and if Tenant elects not to repair or restore, this Lease shall terminate, and Landlord shall receive all insurance proceeds that are attributable to those improvements that would become the property of the Landlord pursuant to Section 17. Such work of repair or restoration shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed with diligence but not longer than one (1) year after such work is commenced, provided, however, that the time for completion of such repair and restoration shall be extended as appropriate in accordance with the provisions of Section 21.15 below. If insurance proceeds provided for above shall be insufficient for the purpose of such restoration and repair, or if the casualty is one not required to be insured against, then Tenant shall make up the deficiency out of its own funds. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises.

11. ASSIGNMENT AND SUBLETTING

11.1. Restriction of Assignment. Except as provided in Section 19 of this Lease entitled "Hypothecation of Leasehold Interest," Tenant shall not encumber, assign, or otherwise transfer this Lease, or any right or

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interest hereunder, or in or to any of the improvements constructed or installed on the Leased Premises, in whole or in part, without the prior written consent of Landlord. Landlord's consent will not be unreasonably withheld. If Tenant is a corporation or a partnership, any change in Tenant which would be a "change in ownership" pursuant to California Revenue and Taxation Code Sections 60 et seq. shall be deemed an assignment subject to Landlord's consent. It shall not be unreasonable for Landlord to withhold or condition its consent based on the prospective assignee's financial strength, credit history or any other factor which Landlord reasonably believes germane to a tenant's ability and willingness to perform the obligations of this Lease. No such assignment shall release Tenant of further liability under this Lease unless express written approval is signed by Landlord.

11.2. Restriction on Subleasing. Tenant may not sublease all or any portion of the Leased Premises or the improvements constructed or installed on the Leased Premises without the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld. Any such sublease shall provide: (A) such subleasing shall be subject to the terms of this Lease; (B) such subleasing shall comply with all applicable statutes and regulations, including, without limitation, the California Subdivision Map Act and the provisions of Section 20 hereof; (C) all building improvements and alterations constructed on the Leased Premises shall have been approved by Landlord pursuant to Section 8 of this Lease; (D) Tenant shall remain liable under this Lease; (E) subtenant shall not be permitted to further assign or sublet the Leased Premises to any person or entity, including the affiliated entities stated above; and (F) each sublease shall contain a provision satisfactory to Landlord requiring the subtenant, if Landlord shall so demand as provided below, to attorn to Landlord if Tenant defaults under this Lease, and if the subtenant is notified of Tenant's default and instructed to make subtenant's rental payments to Landlord, but Landlord shall have no obligation to recognize the subtenant or to allow any subtenant to remain in possession upon the default of Tenant. Tenant's failure to comply with any of the foregoing requirements shall render any such sublease void.

Subleases for individual aircraft for storage will be exempt for requirement to obtain Landlord approval, but such leases will be subject the terms and conditions of this Lease. Use of site for Transient aircraft storage is subject to provisions of Section 4.1. For aircraft storage, Tenant shall use a standard aircraft storage sublease agreement as more particularly described in Exhibit "E", attached hereto to this Lease, and incorporated herein by this reference.

11.3. Effect of Failure to Comply. Except as provided above, no encumbrance, assignment, or other transfer, whether voluntary, involuntary, by operation of law, under legal process, through a receivership, bankruptcy or otherwise, shall be valid or effective without the prior written consent and approval of Landlord. Except as provided in Section 11.1 and 11.2, if Tenant attempts to make or allow to be made any subleasing, encumbrance, assignment or other transfer except in accordance with the provisions of this Section 11, then any of the foregoing events shall be deemed a breach of the conditions and restrictions of this Lease, and upon such breach, Landlord may, at its option, terminate this Lease at once by written notice, and upon such termination this Lease shall end and be of no further force.

12. CONDEMNATION

If, during the term of this Lease there is a taking, or transfer of, or damage to all or any part of the Leased Premises (Leased Premises as used herein shall include all appurtenant interests such as access rights) for a public use by any individual or entity, public or private, possessing the power of eminent domain, whether by condemnation proceedings or otherwise (hereinafter referred to as "**appropriation**"), the rights and obligations of Landlord and Tenant with regard to such appropriation shall be governed by the provisions of this Section.

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12.1. Date of Taking. The date of taking, as used in this Section, is defined as the earliest of the following dates: (A) the date legal possession is taken, which is defined as the date, if any is established, after which the condemnor may take possession of the property as stated in an order authorizing the condemnor to take possession; (B) the date a final order of condemnation or final judgment is filed or recorded or the date a deed is recorded in the event of a voluntary sale; and (C) the date physical possession of the property is taken.

12.2. Total Taking. Total taking means an appropriation of the entire Leased Premises or so much thereof as to prevent or substantially impair the conduct of Tenant's business unless Tenant elects to continue the Lease in effect. If during the term of this Lease there is an appropriation of the Leased Premises which amounts to a total taking as herein defined, then the leasehold estate of Tenant in and to the Leased Premises shall cease and terminate as of the date of such taking, and all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the Leased Premises shall be paid up to the date of such taking.

12.3. Partial Taking. The term "**partial taking**" shall mean the taking of a portion only of the Leased Premises which does not constitute a total taking as defined above. If during the term of this Lease there shall be a partial taking of the Leased Premises, this Lease shall terminate as to the portion of the Leased Premises so taken at the date of taking as herein defined but said Lease shall continue in force and effect as to the remainder of the Leased Premises. The rental payable hereunder by Tenant shall, as of the date of taking, be adjusted so that Tenant shall be required to pay for the remainder of the term only such portion of such rent as the value of the part of the Leased Premises remaining after the taking bears to the value of the entire Leased Premises at the date of taking.

12.4. Abandonment of Proceedings. In the event the condemning agency shall abandon an eminent domain proceeding, either party hereto shall have the right to contest the condemnor's abandonment and a right to its respective costs and disbursements as defined and provided for in California law. If after the condemnor takes possession or the Tenant moves from the property sought to be condemned in compliance with an order of possession, the condemnor abandons the proceeding as to such property or a portion thereof, or if it is determined that the condemnor does not have authority to take such property or portion thereof by eminent domain and the condemnor is required by law to deliver possession of such property or such portion thereof to the party entitled to the possession thereof and pay damages as provided for in California law, then Tenant shall receive the award for costs and damages incurred by reason of Tenant being removed from possession of the Premises, but Tenant shall be entitled to retake possession of the Premises and, in the event of such repossession by Tenant, all of the terms of this Lease shall remain in operation and effect.

12.5. Allocation of Award. All compensation and damages awarded for the taking of the Leased Premises or any portion thereof shall, except as otherwise herein provided, belong to and be the sole property of Landlord. However, any award that may be made for the taking of or injury to the Approved Improvements, and all other improvements constructed by Tenant on the Leased Premises shall belong to Tenant. Tenant shall be entitled to any award for damage to Tenant's business or on account of any cost or loss Tenant may sustain in the removal of Tenant's fixtures, equipment, and furnishings, or as a result of any alterations, modifications or repairs which may be reasonably required by Tenant in order to place the remaining portion of the Leased Premises not so condemned in a suitable condition for the continuance of Tenant's tenancy. Tenant shall also be entitled to that portion of any award that may be attributable to any severance damages to the remaining leasehold interest, to any improvements constructed by Tenant, and to good will.

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12.6. Cost. Each party shall bear his own costs, attorneys' fees, appraiser's fees, and all other costs in connection with any matter contained in this Section, except as may be otherwise provided.

12.7. Right of Entry. Neither party hereto shall grant a right of entry to any condemnor without the written consent of the other party hereto.

13. DEFAULT

The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:

13.1. Events of Default. The occurrence of any of the following shall constitute an event of default on the part of the Tenant:

- A. Tenant fails to make the payment of any installment of rent or other sum when due hereunder ("**Monetary Default**") within ten (10) days from when due.
- B. Failure to perform any obligation, agreement or covenant under this Lease ("**Non-Monetary Default**") and such failure continues for thirty (30) days after written notice of such failure, or if such Non-Monetary Default cannot be cured within thirty (30) days, Tenant has not commenced corrective action and prosecuted the same to completion with due diligence, or the Non-Monetary Default is of such a nature that it cannot be cured by any action of Tenant.
- C. Subject to the terms of Section 8.8, Failure to pay any insurance premium, lien, claim, demand, judgment or other charge provided for in this Lease to be paid or caused to be paid by Tenant at the time and in the manner as provided for in this Lease.
- D. Failure to maintain the Premises or cause the same to be maintained as provided for in this Lease.
- E. Abandonment or vacation of the Premises for a continuous period in excess of thirty (30) days without payment of rent. Tenant waives any right to notice Tenant may have under Section 1951.3 of the Civil Code of the State of California, the terms of this Section 13.1 being deemed such notice to Tenant as required by said Section 1951.3.
- F. Default by Tenant under the terms of any mortgage on the estate of Tenant.
- G. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. If under applicable law, the trustee in bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease.

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- H. The attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets or Tenant's leasehold of the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of fifteen (15) days after the levy thereof.
- I. The admission by Tenant in writing of its inability to pay its debts as they become due;
- J. A general assignment by Tenant for the benefit of creditors.
- K. Failure to maintain compliance with Economic Development Administration Civil Rights Provisions and Certificate on Non-relocation.
- L. Failure to complete construction of proposed development outlined in **Exhibit C**, which is attached hereto and made a part hereof, within 5 years.

14. REMEDIES IN EVENT OF DEFAULT

14.1. Termination. In the event of the occurrence of any event of default, Landlord shall have the right to give a written termination notice to Tenant, and on the date specified in such notice, Tenant's right to possession shall terminate, and this Lease shall terminate unless on or before such date all Rent in arrears and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other events of default of this Lease by Tenant at the time existing shall have been fully remedied to the satisfaction of Landlord. At any time after such termination, Landlord may recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, including any subtenant or subtenants notwithstanding Landlord's consent to any sublease, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by any reason of Tenant's default or of such termination. Landlord hereby reserves the right, but shall not have the obligation, to recognize the continued possession of any subtenant. The delivery or surrender to Landlord by or on behalf of Tenant of keys, entry codes, or other means to bypass security at the Premises shall not terminate this Lease.

14.2. Continuation after Default. Even though an event of default may have occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 14.1 hereof. Landlord shall have the remedy described in California Civil Code Section 1951.4 ("Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations"), or any successor code section. Accordingly, if Landlord does not elect to terminate this Lease on account of any event of default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due. Acts of maintenance, preservation, or efforts to lease the Premises or the appointment of a receiver under application of Landlord to protect Landlord's interest under this Lease or other entry by Landlord upon the Premises shall not constitute an election to terminate Tenant's right to possession.

14.3. Damages After Default. Should Landlord terminate this Lease pursuant to the provisions of Section 14.1 hereof, Landlord shall have the rights and remedies of a Landlord provided by Section 1951.2 of the Civil Code of the State of California, or any successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled under applicable law or at equity, Landlord shall be entitled to recover from Tenant: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent and other amounts that would have been earned after the

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date of termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (3) the worth at the time of award of the amount by which the unpaid Rent and other amounts for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided; and (4) any other amount and court costs necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" as used in (1) and (2) above shall be computed at the Applicable Interest Rate (defined below). The "worth at the time of award" as used in (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). If this Lease provides for any periods during the Term during which Tenant is not required to pay Base Rent or if Tenant otherwise receives a Rent concession, then upon the occurrence of an event of default, Tenant shall owe to Landlord the full amount of such Base Rent or value of such Rent concession, plus interest at the Applicable Interest Rate, calculated from the date that such Base Rent or Rent concession would have been payable.

14.4. Landlord's Option to Cure. Notwithstanding the foregoing, if Tenant fails to provide necessary repair and maintenance of the Premises and all improvements thereon, Landlord shall have the right but not the obligation, after notice provided for above, and failure of Tenant to cure or commence and diligently pursue a cure to such default, to enter the Premises and take all corrective action necessary in the sole judgment of Landlord. Any such entry shall be at the sole risk and expense of Tenant. Tenant shall immediately, upon presentation of a statement therefor, reimburse Landlord for all costs incurred by Landlord in taking such corrective action with interest on said sums from the date of payment by Landlord at the lower of: (A) the highest rate allowed by law; or (B) two points over the prime rate charged from time to time by the Bank of America, or if the Bank of America no longer exists, an equivalent institution. Nothing in this Section shall: (i) require Landlord to take any corrective action on the Premises; (ii) diminish the rights and remedies of Landlord under this Lease, whether or not Landlord elects to take such corrective action; and (iii) cause a waiver by Landlord of any of its rights and remedies under this Lease. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such reentry or be guilty of trespass or forcible entry.

14.5. Remedies Cumulative. All of Landlord's rights, privileges and elections or remedies are cumulative and not alternative, to the extent permitted by law and except as otherwise provided herein.

14.6. Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notice required by California Code of Civil Procedure Section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by this Section 14.6 shall replace and satisfy the statutory service-of-notice procedures, including those required by California Code of Civil Procedure Section 1162 or any similar or successor statute.

15. LANDLORD'S RIGHT TO SELL ITS INTEREST

15.1. Landlord's Right to Sell. Landlord shall have the right to sell all of its interest in the Leased Premises and any lease with respect thereto. If Landlord chooses to exercise such right to sell, and whether such sale is to a public entity or non-public entity, Landlord shall conduct the sale in accordance with the legal requirements imposed upon a municipality by law.

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15.2. Landlord's Release from Liability Upon Sale. In the event of any such sale by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under all of its covenants and unaccrued obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale.

16. ESTOPPEL CERTIFICATES

Landlord and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) days' prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying:

16.1. That this Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications);

16.2. That to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof),

16.3. The date to which rent and other charges have been paid in advance, if any; and

16.4. Such other statements as Landlord or Tenant reasonably requests.

Each certificate delivered pursuant to this Section may be relied on by any prospective purchaser or transferee of the Leased Premises or of Landlord's or Tenant's interest hereunder or by any fee mortgagee of the Leased Premises or of Landlord's or Tenant's interest hereunder or by any assignee of any such mortgagee. Tenant shall be liable to Landlord for all damages suffered by Landlord attributable to Tenant's failure to timely deliver an accurate estoppel, including loss or renegotiation of a sale, financing, or bond financing.

17. OWNERSHIP OF IMPROVEMENTS

At the expiration or sooner termination of the term of this Lease, all improvements pertaining to the real property shall become the property of Landlord.

18. SUBORDINATION FOR BENEFIT OF LANDLORD

If Landlord desires this Lease to be subordinated to any mortgage, deed of trust or other encumbrance ("**Fee Mortgage**") now or hereafter placed upon the Leased Premises by Landlord, and all advances, whether obligatory or optional made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof, this Lease, at Landlord's election, shall be subordinate to any such Fee Mortgage provided Landlord first obtains from the lender a written agreement that provides substantially as follows: As long as Tenant performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Tenant's rights under this Lease.

Subject to the foregoing, Tenant agrees to execute any documents required to effectuate such subordination and failing to do so within ten (10) days after Landlord's written request to Tenant therefore, does hereby irrevocably appoint Landlord as Tenant's attorney-in-fact in Tenant's name to do so.

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19. HYPOTHECATION OF LEASEHOLD INTEREST

Tenant is hereby given the right by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interest in this Lease, under one or more leasehold Mortgage(s) and assign its interest in this Lease, as collateral security for such Mortgage(s) to secure any bona fide loan upon the condition that all rights acquired under such leasehold Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interest of Landlord herein, none of which covenants, conditions or restrictions is or shall be deemed waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein. If Tenant shall mortgage this leasehold, and if the holder(s) of such Mortgage(s) shall, within thirty (30) days of execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the Mortgagee(s) and the pertinent recording data with respect to such Mortgage(s), Landlord agrees that (effective upon receipt of such notice) so long as any such leasehold Mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Landlord, the following provisions shall apply:

19.1. Except for the natural expiration of the term of this Lease, there shall be no cancellation, surrender or material modification of this Lease by joint action of Landlord and Tenant without the prior consent in writing of the leasehold Mortgagee(s);

19.2. Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of record of such leasehold Mortgage(s). The leasehold Mortgagee(s) shall thereupon have sixty (60) days, after service on it of such a notice, either to cure such default or breach, if the same can be cured by the payment of money, or if such default or breach is not so curable or cannot be remedied within said sixty (60) day period, if such holder, within said period, shall (A) commence in good faith to cure such default or breach if curable and thereafter diligently prosecute the same to completion, or (B) institute proceedings for the foreclosure of such mortgage and thereafter diligently prosecute the same to completion; provided such holder keeps and performs all of the covenants and conditions of this Lease herein provided to be kept and performed by Tenant, and capable of being performed by such holder, until such time as Tenant or such holder shall cure any defaults hereunder (if curable) or until the leasehold hereunder shall be either sold upon foreclosure pursuant to any such mortgage or shall be released from said mortgage or reconveyed thereunder.

The time periods set forth immediately above shall be extended for delays occasioned by the application of any law, rule, court order or court decree restraining or prohibiting such leasehold Mortgagee(s) from taking any such action. If such leasehold Mortgagee(s) undertakes to so cure any such default by Tenant in accordance with the terms and conditions set forth in this subsection 19.2, Landlord shall not terminate this Lease. If the leasehold Mortgagee(s) has fully complied with the foregoing provisions of this subsection 19.2 but all such defaults of Tenant have not been cured by the time that Tenant's interest under this Lease is sold by a judicial or nonjudicial foreclosure sale or by deed in lieu of foreclosure, the party who acquires such leasehold estate and interest through such foreclosure sale or deed in lieu of foreclosure shall not be in default hereunder by reason of such uncured defaults, provided such party diligently prosecutes to completion the curing of all such defaults which are curable by such party.

19.3. Notwithstanding anything contained herein to the contrary, if Landlord shall elect to terminate this Lease by reason of any default of Tenant, the leasehold Mortgagee(s) shall have the right to postpone and extend the specified date for termination of this Lease as fixed by Landlord in its notice of termination, for a period of six (6) months, provided that such leasehold Mortgagee(s) shall cure or cause to be cured any existing money defaults and meanwhile pay the rent and comply with and perform all of the other terms,

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conditions and provisions of this Lease on Tenant's part to be complied with and performed, and capable of being performed by such holder, other than past nonmonetary defaults, and provided further that the leasehold Mortgagee(s) shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of said six (6) month period the leasehold Mortgagee(s) shall be actively engaged in steps to acquire or sell Tenant's interest herein, the time of said Mortgagee(s) to comply with the provisions of this Section 19.3 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence, but in no event shall such extension exceed an additional twelve (12) months.

19.4. Landlord agrees that the name of the leasehold Mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and that the leasehold Mortgagee(s) or collateral document shall so provide.

19.5. Nothing contained herein shall require the leasehold Mortgagee(s) to cure any default of Tenant hereunder, but such failure to cure and proceed in accordance with this Section 19 shall leave Landlord free to terminate this Lease and to pursue all of its rights against Tenant.

19.6. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any leasehold mortgagee on Tenant's behalf and the performance of such act shall be deemed to be performance by Tenant and shall be acceptable as Tenant's act by Landlord.

20. COMPLIANCE WITH FEDERAL REQUIREMENTS

20.1. Tenant, for itself, its heirs, personal representatives, successors in interest, sub-lessees and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, or as said Regulations may be amended.

20.2. Tenant, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land:

(A) that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (B) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and (C) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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20.3. Tenant agrees that it shall insert Sections 20.1 and 20.2 in any lease agreement by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

21. MISCELLANEOUS

21.1. Attorneys' Fees. In the event any action is brought by Landlord to recover any rent due and unpaid hereunder or to recover possession of the Leased Premises, or in the event any action is brought by Landlord or Tenant against the other to enforce or for the breach of any of the terms, covenants or conditions contained in this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed by the Court, together with costs of suit therein incurred.

21.2. Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions, or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, and conditions hereof. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Tenant under this Lease. The various rights and remedies reserved to Landlord herein including those not specifically described in this Lease shall be cumulative and, except as otherwise provided by California statutory law in force at the time of execution of this Lease, Landlord may pursue any or all of such rights and remedies whether at the same time or otherwise.

21.3. Holding Over. If Tenant shall hold over the Leased Premises after the expiration of the term hereof with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations hereof, except that Tenant shall pay to Landlord 200% of Base Rent due as of the expiration of the term; terminable on thirty (30) days written notice given at any time by either party; provided, however, that nothing herein contained shall be construed to give Tenant any rights to so hold over and to continue in possession of the Leased Premises after the expiration of the term hereof.

21.4. Surrender at End of Term. Upon the end of the term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Tenant shall surrender to Landlord all and singular the Leased Premises, together with all improvements, except as hereinabove provided, and all fixtures appurtenant to the real estate in broom-clean, good condition, reasonable wear and tear excepted.

21.5. Lease Binding Upon Successors and Assigns. Subject to the limitations on assignment and subleasing, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only Landlord and Tenant, but each of their successors and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the successors and assigns and such parties the same as if in every case expressed.

21.6. Inspection. Landlord reserves the right for Landlord and Landlord's agents and representatives to enter upon the Leased Premises at any reasonable time upon five (5) days prior written notification for the purpose of attending to Landlord's interest hereunder, and to inspect the Leased Premises.

21.7. Relationship of Parties. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

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21.8. Time of the Essence. Time is expressly declared to be of the essence of this Lease.

21.9. Memorandum of Lease. This Lease shall not be recorded, but the parties agree to execute and deliver a Memorandum of this Lease in recordable form.

21.10. Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge, and deliver to Landlord within five (5) days after written demand from Landlord to Tenant any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

21.11. Number and Gender. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "**person**" shall include corporation, firm, or association. If there is more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several.

21.12. Headings and Titles. The marginal headings or titles to the Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

21.13. Compliance with Governmental Regulations. Tenant shall, at its own cost and expense, promptly and properly, comply with and execute, including the making of any alteration to the Leased Premises, all orders, regulations, laws, and requirements of all governmental authorities arising from the use or occupancy of, or applicable to, the Leased Premises ("**Applicable Laws**").

21.14. Entire Agreement; Amendments. This Lease, including the exhibits attached hereto and all documents referenced herein, all of which are incorporated herein by reference, contain the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid. No amendment or modification to this Lease shall be effective unless in writing and signed by both Landlord and Tenant.

21.15. Force Majeure. Except as to the payment of rent, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, or the public enemy, action or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes, lockouts, pandemic or any other cause whether similar or dissimilar to the foregoing, which is beyond the control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performances of this Lease.

21.16. Disclaimer of Representation. Except as otherwise specifically provided herein, Landlord has made no representations or warranties to the Tenant concerning the Leased Premises, the present use thereof or the suitability for Tenant's intended use of the property. The foregoing disclaimer includes, without limitation, topography, climate, air, water, water rights, utilities, present and future zoning, soil, subsoil, drainage, access to public roads, proposed routes of roads, or extension thereof, or effect of any state or federal environmental protection laws or regulations. Tenant represents and warrants to Landlord that he and his representatives have made or will make their own independent inspection and investigation of the Leased Premises and Tenant, in entering into this Lease, is relying solely on such inspection and investigation. No patent or latent physical condition of Leased Premises, whether or not known or discovered, shall affect the rights of either party hereto. Any agreement, warranties or representations not expressly contained herein shall in no way bind either Tenant or Landlord. Landlord and Tenant waive

Exhibit A

any right of rescission and all claims for damages by reason of any statement, representations, warranty, promise and agreement, if any, not contained in this Lease.

21.17. Priority of Lease. This Lease is subject and junior to all existing easements, covenants, conditions and restrictions and other matters and encumbrances of record.

21.18. Late Charge. Both Landlord and Tenant acknowledge and agree that Landlord is dependent on the revenue from Tenant for Airport operations and that it would be extremely difficult to estimate the damages to Landlord from late payment by Tenant. If any installment of Base Rent or other payment due from Tenant is not received by Landlord within ten (10) days of the date upon which it is due, Tenant shall pay to Landlord an additional charge of ten percent (10%) of the overdue payment as a late charge.

21.19. Interest on Past Due Obligations. Any amount due from Tenant to Landlord which is not paid when due shall bear interest at an annual rate equal to the higher of (A) ten percent (10%) per annum, or (B) five percent (5%) per annum in excess of the prevailing rate established by the Federal Reserve Bank at San Francisco on advances to member banks on the twenty-fifth (25th) day of the month preceding the Commencement Date (but not more than the maximum rate permissible by law), from the due date until paid, but the payment of such interest shall not excuse or cure any default by Tenant. Said interest is in addition to the late charge due pursuant to Section 21.18.

21.20. Rules and Regulations. Tenant shall comply, and shall ensure that its employees, visitors, and guests comply, with the Rules and Regulations established by Landlord for use of the Airport or the Premises, as the same may be amended from time to time by Landlord ("**Airport Rules and Regulations**"). Landlord has provided Tenant with a copy of the Airport Rules and Regulations in effect as of the Effective Date and shall provide Tenant with a copy of any and all rules and regulations and any amendments thereto that may be established by Landlord during the term hereof. As required by the Airport Rules and Regulations, Tenant shall maintain on the Premises a copy of the Airport Rules and Regulations and make it available to all persons upon request. Landlord shall not be responsible to Tenant for the nonperformance of any other tenant or occupant of the Airport of any of said Airport Rules and Regulations.

21.21. Airport Operation. It is understood and agreed that general control over said Airport and all flying activities in connection therewith are vested by law in the City acting by and through its City Council, Committees and Officers appointed by such City Council. In the general operation of any activities conducted under the terms of this Lease, Tenant agrees to comply with the Airport Rules and Regulations and all other reasonable rules and regulations adopted by the City for the use and operation of the Airport which are not in conflict with the terms of this Lease.

21.22. Continued Operation. Save and except as to acts beyond its control, the City does hereby obligate itself during the Term hereof to continue the operation of said Airport as a public airport, consistent with public regulations.

21.23. Payments and Notices. Any notice to be given or other document to be delivered by either party to the other party may be given by personal delivery, generally recognized overnight courier, prepaid, or may be deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed to the party for whom intended as follows:

To Landlord: City of Paso Robles
 Municipal Airport

To Tenant: Allen Shay
 Wright Stuff Hangars, LLC

Exhibit A

1000 Spring Street
Paso Robles, CA 93446

888 S. Figueroa Street, Suite 2150
Los Angeles, CA 90017

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one specified above. Notices and documents shall be served upon receipt or, if any notice or other document is sent by registered or certified mail, as provided above, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof.

Exhibit A

This Municipal Airport Property Lease / Nonsubordinated Airport Property Lease has been executed on this _____ day of _____, 20__

Landlord:
CITY OF PASO ROBLES

Tenant:
Wright Stuff Hangars, LLC

Ty Lewis, City Manager

Allen Shay, Owner

Attest:

Melissa Boyer, City Clerk

Approved as to Form:

Elizabeth Hull, City Attorney

EXHIBIT B

HAZARDOUS MATERIALS LIST

Aviation Fuel - 100 octane gasoline

Aviation Fuel - Jet A

Engine Oil

Hydraulic Fluid

Cleaning Solvent

Brake Fluid

Bearing Grease

EXHIBIT C

Site Plan

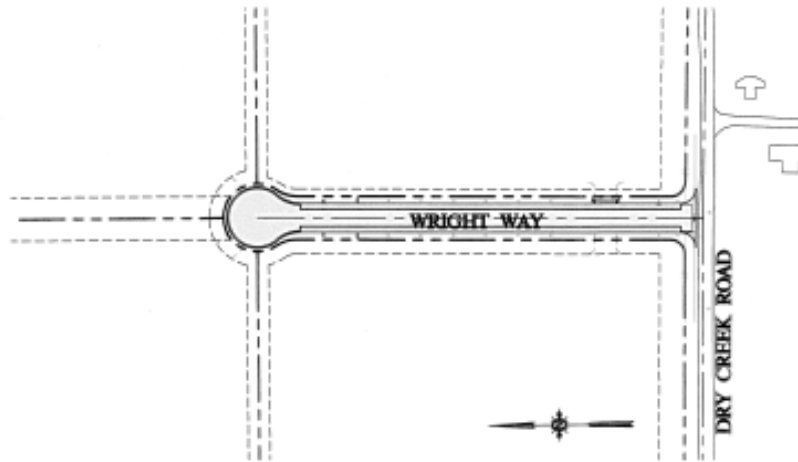
EXHIBIT D

Wright Way Improvements

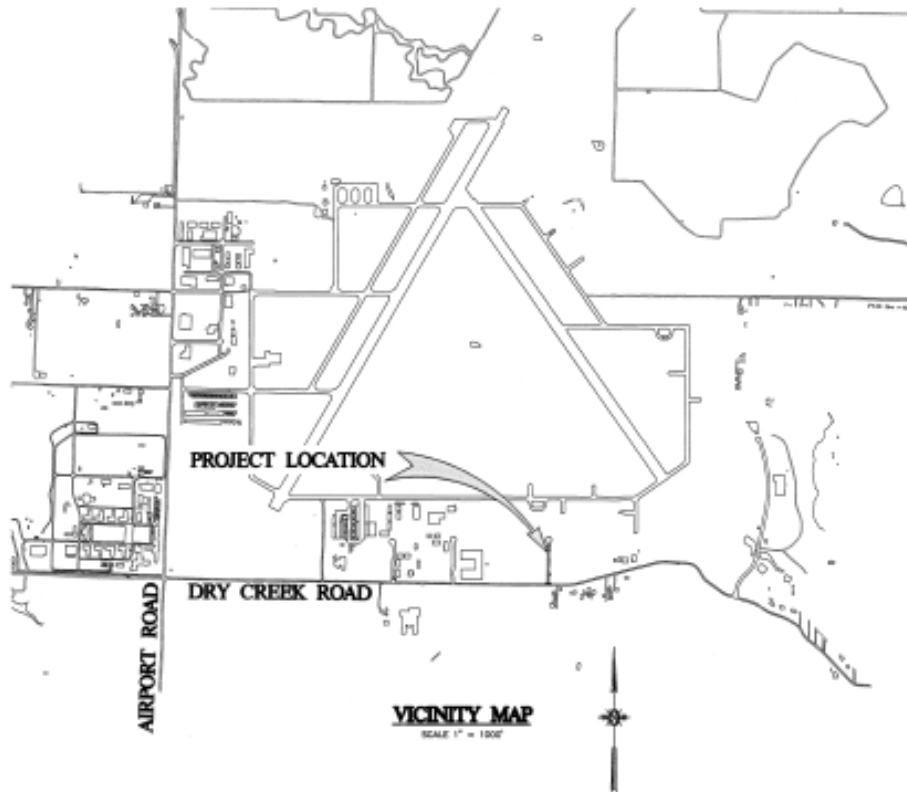
WRIGHT WAY IMPROVEMENT PROJECT

DPW PROJECT NO. 21-11

CITY OF PASO ROBLES, CA



SITE MAP
SCALE 1" = 100'



VICINITY MAP
SCALE 1" = 1500'

Exhibit E

SUBLEASE AGREEMENT

Wright Stuff, LLC ("Lessor"), hereby leases to the lessee described below ("Tenant") the hangar or space in such hangar as described below ("the Hangar"). Lessor is a tenant of certain property at Paso Robles Airport ("the Premises") in the City of Paso Robles, California, ("the City") under a certain lease ("the Master Lease") between the City of Paso Robles and Wright Stuff, LLC. This sublease ("the Lease") is made pursuant to the provisions of this page, the Lease Terms on the following pages (Sections 1-16.5) and the Rules and Regulations (Attachment "A") and is subject to the Master Lease. Tenants name, address, and Hangar number, and the rental, deposit, and term of this Lease, are as follows:

LESSOR: Wright Stuff, LLC

TENANT:

HANGAR:

LEASE: The lease is to commence on Month, Day, year and terminate Month, Day, year.

BASE RENT Dollars (\$) per month

SECURITY DEPOSIT:

ADDITIONAL TERMS:

This Lease is entered into effect as of the __ day of _____, 202_.

TENANT

By: _____
Print Name

Signature

Aircraft: _____

"N" Number: _____

LESSOR

By: _____

Wright Stuff, LLC

Signature

LEASE TERMS

1. **Rent.** Tenant shall pay the rent monthly, in advance, on or before the first day of each month to Lessor, at its designated address.
 - 1.1. If the term of this Lease is indicated on the face page as being month to month, rent may be changed by Lessor, at any time by 30 days written notice.
 - 1.2. If the term of this Lease is indicated on the face page to continue for a specific number of months or years or until a specific date, the base monthly rent provided for on the face page of this Lease shall be subject to the greater of ___% per year or the percentage increase in the Consumer Price Index for All Urban Consumers (All Items) for the local region, published by the United States Department of Labor, Bureau of Labor Statistics ("Index") on each Adjustment Date over (on each successive Adjustment Date) the Index on the preceding Adjustment Date. In all cases, the Index for the preceding year is referred to herein as the "Prior Index." The Index published most immediately preceding the Adjustment Date in question is referred to herein as the "Extension Index." Changes based on the Index are computed as follows:
 - 1.2.1. If the Extension Index has increased over the Prior Index, the base monthly rent for the following year (until the next rent adjustment) shall be set by multiplying the current base monthly rent by a fraction, the numerator of which is the Extension Index and the denominator of which is the Prior Index.
 - 1.2.2. If the Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
 - 1.2.3. Amounts not paid by Tenant when due shall bear interest at the maximum legal rate. Tenant acknowledges that late payment by Tenant of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs not being contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting, and interest charges. Therefore, if any installment of rent is not received by the tenth day of the month, Tenant

shall pay to Lessor an additional sum of 10% of such installment. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages incurred by reason of late payment by Lessor. Acceptance of any late charge shall not constitute a waiver of Lessor default with respect to the overdue amount or prevent Lessor from exercising any of the other rights and remedies available.

2. **Security Deposit.** Tenant has with the execution of this Lease, deposited with Lessor a security deposit for the faithful performance by Tenant of this Lease and for the cleaning and repairing of the Hangar and Premises after surrendered by Tenant. Lessor is not a trustee of the deposit and may commingle it, use it in ordinary business, transfer or assign, or use it in any combination of those ways. No interest shall accrue on the deposit. The deposit shall be returned to Tenant within thirty (30) days after Tenant vacates the Hangar and Premises less all charges for cleaning and repairing the Hangar and Premises, replacing any missing items, and less any other amounts, including delinquent rent, due under this Lease or necessary to compensate Lessor for Tenant's breach of this Lease. Tenant may not deduct the amount of the deposit from rent or other payments that may become due under this Lease and Lessor's right to regain possession of Hangar and Premises for nonpayment of rent shall not be affected by the fact Lessor hold such deposit.

2.1. If at any time during the term of this Lease any of the rent shall be overdue and unpaid, or any other sum payable by Tenant to Lessor shall be overdue and unpaid, then Lessor may, at its option (but Lessor shall not be required to), appropriate and apply any portion of the security deposit to the payment of any such overdue rent or other sum. In the event of the failure of any other default by Tenant, Lessor to be kept and performed by Tenant, then, at its option, Lessor may apply any or all of the entire security deposit to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach.

2.2. Should any of the entire security deposit be applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Tenant, then tenant shall, upon written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore such security to the original security deposit, and at Lessor option, Tenant's failure to do so within 10 days after receipt of such demand shall constitute a further breach of this Lease.

3. **Use.** Tenant shall at all times use the Premises, or allow them to be used, only in manners consistent with the Master Lease. The Hangar may be used for the storage of aircraft and incidental storage of related personal property. Tenant shall register such aircraft with the City.

3.1. No commercial business shall be conducted in connection with the Premises without the written consent of Lessor and the City.

- 3.2. Tenant may not store any “flammable or explosive liquids or solids” within the Hangar. For the purpose of this Lease, “flammable or explosive liquids or solids” shall not apply to fuel or other flammables contained with the normal portions of any airplane or automobile placed in the Hangar.**
- 3.3. Tenant agrees to abide by all pertinent laws, rules and regulations of the Federal Aviation Administration, State of California, the City or any other duly constituted public authority having jurisdiction. Tenant agrees and understands that the commission of any illegal or unlawful act on the Premises or any other portion of Paso Robles Airport shall constitute a default on Tenant’s part.**
- 3.4. Tenant shall comply with the Rules and Regulations, as may be amended from time to time. Attached hereto as Exhibit “A” is a copy of said Rules and Regulations as of the date of this Lease.**
- 4. Conditions and Premises. Tenant accepts the Hangar (including any improvements) on an “as is” basis and Lessor disclaims, and Tenant accepts such disclaimer, of any warranty, express or implied, regarding condition, use or fitness of the premises, for use as a hangar or any other specific use.**
- 4.1. Tenant shall maintain the Hangar and repair its interior at its sole expense. It shall be Tenant’s responsibility to advise Lessor of the need for any repair or maintenance to the exterior or structure of the Hangar or any other portion of the Premises, and upon Lessor becoming so advised of a need for any repair or maintenance, it shall be responsible for providing such repair and maintenance of the roof, exterior walls, bi-fold doors, man doors and roll up doors, if applicable.**
- 4.2. Tenant assumes full responsibility for moving aircraft into and out of the Hangar and agrees to provide any additional equipment necessary, including a lock, to properly secure such aircraft.**
- 5. Additions and Modifications to Premises. Tenant may not make any modifications to the Premises or make any improvements to them without the written consent of Lessor and City.**
- 5.1. All alterations, additions or improvements upon the Premises or Hangar made by either party, including (without limiting the general of the foregoing), built-in cabinet work, paneling, and the like, shall, unless Lessor elects otherwise, become the property of Lessor. All such alterations, additions or improvements affixed or built into the Hangar and Premises (but excluding movable trade fixtures and furniture) shall be surrendered with the Hangar and Premises, as a part thereof, at the end of the Lease term, except that Lessor may, by written notice to Tenant given at least 20 days prior to the end of the Lease term, require the Tenant to**

remove all or any alterations, decorations, additions, improvements and the like installed by Tenant, and to repair the Hangar and Premises arising from such removal. Tenant shall remove any fixtures, furnishings, or other personal property and Tenant shall be liable for all costs incurred for removal.

5.2. Modifications and improvements may have been made to the Hangar by its prior tenant. Lessor has no knowledge or information as to the quality of construction, its adequacy, or whether or not appropriate building codes were complied with or building permits obtained. Accordingly, any or all of such improvements may be required to be removed at any time by appropriate governmental authorities.

6. **Liens.** Tenant shall keep the Hangar free and clear from any and all liens. Tenant shall at all times promptly and fully pay and discharge any and all claims upon which any such lien may or could be based, and shall save and hold Lessor, the City and the Premises and all buildings and improvements thereon free and harmless from and against any and all such liens, claims of liens, and suits or other proceedings pertaining therein. If so, requested by Lessor, Tenant shall obtain, at Tenant's expense, a corporate surety bond payable to Lessor sufficient to protect the Hangar against any liens of the type hereinabove described.
7. **Utilities.** Lessor shall make available to the Hangar electricity service. Electricity charges shall be a cost borne by Tenant.
8. **Taxes and Assessments.** Tenant shall pay before delinquency any and all property taxes, assessments, fees, or charges, which may be levied or assessed upon Tenant's personal property or fixtures installed or belonging to Tenant and located within the Hangar. Tenant shall also pay all licenses or permit fees necessary or required by law for the conduct of its operation.
9. **Liability.** Neither Lessor nor the City shall be liable for any injury or damage to any property or to any person which occurs at the Premises after the effective date of this Lease caused by fire, breakage, leakage, defect, unsafe condition, lack of repair, or any other circumstances, or caused by the use, misuse or abuse of the Premises or any property now or hereafter situated thereon. No provision contained in this Lease for the inspection for the Hangar by Lessor or the City shall be deemed to place any responsibility upon either of them for the repair or maintenance of the Hangar except as otherwise stated herein, it being the intention of the parties hereto that Tenant shall be solely responsible to all persons for the condition and repair or lack of repair of the Hangar.
 - 9.1. Tenant shall defend, indemnify, and hold Lessor and the City free and harmless from and against all actions, damages, claims, costs, or expenses arising out of or in relation to the use of the Premises by Tenant or persons permitted to be at the

Premises by Tenant, and from any noncompliance with or nonperformance of any requirements of any laws, ordinances, rules, regulations, or directives by Tenant.

- 9.2. During the term of this Lease, and any extension thereof, Lessor shall keep the Hangar insured against loss or damage by fire with extended coverage endorsement of its equivalent by such responsible insurance companies as Lessor shall select. Tenant shall keep the contents of the Hangar insured against loss or damage by fire and shall pay all premiums and other charges in connection with such insurance.
- 9.3. Tenant shall, at its sole cost and expense at all times during the term of this Lease and any extension thereof, maintain in force for the joint benefit of Tenant, Lessor, and the City, policies of (1) aircraft liability insurance (while on the ground) and (2) broad form comprehensive general liability insurance indemnifying each of them against liability for damage or injury to the property or person (including death) of any Tenant or any persons permitted to be at the Premises by Tenant, or any other person entering upon or using the Hangar or any part thereof, and arising from the use and occupancy thereof. Such insurance policies shall be maintained on the minimum basis of \$1,000,000 for the damage to property and \$1,000,000 for bodily injury or death on any one accident and shall require a 30 day notice of any cancellation. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor and Tenant shall deliver to Lessor the certificate of each insurance carrier as to each such insurance policy.
- 9.4. 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, Tenant's improvements, and alterations of either Lessor or Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. 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. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease.
10. **Default.** In the event of any breach of this Lease by Tenant (or by any of its permitted sub lessees), Lessor will give Tenant 10 days written notice of default as to any payment to be made herein by Tenant, or 20 days written notice of any other default or breach of this Lease. If Tenant shall not have corrected such default within said period, then Lessor shall have all legal rights and remedies available to it under the law and this Lease. In addition to other rights or remedies it may have, Lessor shall have the immediate right of re-entry and may remove all persons and property from the Hangar. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant. Lessor may elect to re-enter as herein

provided, and should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or may, from time to time, without terminating this Lease, re-let the Hangar for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable and shall have the right to make alterations and repairs to the Hangar. Upon each such re-letting, (a) Tenant shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, for the cost and expenses of such re-letting and of such alterations and repairs incurred by Lessor and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Hangar for such period on each re-letting; or (b) at the option of Lessor, rents received by Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder, from Tenant to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such re-letting under the first option and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such re-letting under the second option during any month be less than that to be paid during that month by Tenant. Tenant shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Hangar by Lessor shall be construed as an election on Lessor part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Lessor shall be entitled, at its discretion, to apply any proceeds available under any assignments by Tenant and to take action under any security agreements provided by Tenant to assure its performance under this Lease. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy Lessor may have, it may recover from Tenant the cost of recovering the Hangar, attorney's fees in prosecuting or defending any action or proceeding instituted by reason of any breach of default hereunder by the Tenant, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the term of the then reasonable rental value of the Hangar for the remainder of the term, all of which amounts shall be immediately due and payable from Tenant to Lessor.

10.1. All of the foregoing remedies are cumulative and given without impairing or restricting any other rights or remedies of Lessor.

10.2. No failure by Lessor to insist upon the strict performance of any covenants, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or

of such covenants, agreements, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing of subsequent breach.

- 10.3. Pursuant to Section 11.2 of the Master Lease, Tenant agrees that the Lease is: (i) it is subject and subordinate to the Master Lease; (ii) the City may enforce the provisions of the Lease, including without limitation collection of rents; and (iii) in the event of termination of the Master Lease or re-entry or repossession of the Premises by the City, the City may, at its option, take over all of the right, title and interest of Lessor, under the Lease, and Tenant shall, at the City's option, attorn to the City, but that nevertheless the City shall not: (A) be liable for any previous act or omission of Lessor under the Lease; (B) be subject to any defense or offset previously accrued in favor of the Tenant against Lessor; or (C) be bound by any previous modification of the Lease made without the City's written consent, or by any previous prepayment of more than one month's rent. Tenant hereby covenants and agrees that Tenant shall attorn to any successor to Lessor.
11. **Return of Hangar.** Upon expiration of this Lease, Lessor shall have the immediate right of re-entry, and Tenant shall quit and surrender the Hangar (and cause its sub lessees to quit and surrender the Hangar) to Lessor in good order, condition and repair, reasonable wear and tear thereof accepted.
12. **Condemnation.** If any part of the Premises shall be taken or condemned for public use or shall be sold by Lessor to an entity having the right of eminent domain to settle any threatened taking or condemnation, and the Hangar or a portion of the Premises remains which may reasonably be used by Tenant as contemplated under this Lease, this Lease shall not cease or terminate either as a whole or as to any portion not so taken and Tenant shall continue to pay in the manner and at the time herein specified the full amounts of all rents and other charges payable by Tenant hereunder attributable to the portion available to be used by Tenant as contemplated hereunder. If the entire Hangar or a substantial portion of the Premises are taken, condemned, or sold, and there does not remain a sufficient portion thereof which may reasonably be used by Tenant as contemplated under this Lease, Tenant may cancel and terminate this Lease upon written notice to Lessor at any time within 30 days after such taking or condemnation. The payment made upon any such sale shall go and be paid to Lessor in its entirety, and Tenant shall have no claim thereto. Tenant hereby irrevocably assigns and transfers to Lessor any right to compensation for damages to which Tenant may become entitled or have any right to assert during the term hereof by reason of condemnation or sale of any condemning authority of the Hangar.
13. **Assignments and Subletting.** Tenant shall not mortgage or assign this Lease or any interest herein either voluntarily or by operation of law and shall not sublet the Hangar or any part hereof without the prior written consent of Lessor and the City and any

such mortgage, assignment or subletting without such consent shall be void and shall, at the option of Lessor or City, terminate this Lease.

14. Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and may be delivered personally to an officer of Lessor, or personally to an officer of Tenant, the case may be, and such notice, request, demand, or other communication may be mailed by United States mail, registered, with first class postage fully prepaid, addressed as hereinafter provided, in which event the same shall be deemed delivered 24-hours after deposit in the United States mail. Until changed by notice in writing, all such notices, requests, demands and other communications shall be addressed as indicated on the face of this letter.

15. Rights to Enter Hangar. Lessor and proper representatives of the City shall have the right to enter the Hangar at any time for inspection or maintenance as may be necessary for the safety, improvement, or preservation of the Premises or to ascertain whether Tenant is in default under any provision of this Lease. Landlord and City will provide 24 hours notice prior to entry. Landlord and Tenant agrees to provide a duplicate key or keys to the Hangar to Lessor, to be used for the above purposes or for emergency access as may be required.

16. Miscellaneous Provisions.

16.1. This Lease and the covenants and conditions herein contained shall be binding upon and shall inure the benefit of the successors and assigns of Lessor and shall be binding upon and inure to the benefit of the permitted successors and assigns of Tenant.

16.2. Time of payment and of performance is hereby expressly declared to be of the essence of this Lease.

16.3. The language in all parts of this Lease shall in all respects be construed as a whole, according to its fair meaning, and not strictly for or against Lessor or Tenant. The section headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting or amplifying the provision hereof.

16.4. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby, and each and every other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.5. This Lease shall be interpreted and enforced, and all questions arising hereunder shall be resolved and adjudicated in accordance with the laws of the State of California.

ATTACHMENT "A"

LESSOR – RULES AND REGULATIONS

To be updated at time of lease