

Gross Field Hangar C-402 Ground Lease Assignment

The County of Marin has a ground lease for Space C-402 with Jeff Iversen, The ground lease allows for assignment and subletting in section 13 of the lease. The area subject to the ground lease is identified in Exhibit A of the Gross Field Ground Lease Agreement.

Jeff Iversen has agreed to assign their interest in the ground lease to BT Hangar, LLC, (hereafter referred to as "Assignee") as well as transfer its interest in the personal property situated thereon.

Assignee accepts and agrees to be bound to all the terms and conditions of attached Gross Field Ground Lease Agreement between the County of Marin and Jeff Iversen.

Jeff Iversen hereby assigns to BT Hangar, LLC, all of its right, title and interest in the ground lease for Space C-402. Jeff Iversen hereby further transfers to BT Hangar, LLC, all of its right, title and interest to the hangar situated on Space C-402 and all personal property associated therewith.

Consent to Assignment of Lease and Release of Liability

In consideration of the promises and acts of the Assignor and Assignee, the County of Marin consents to the Assignment of the Lease to BT Hangar, LLC, and releases the Assignors originally named as Lessee(s) in the Lease from any and all liability under the Lease, or any personal guarantee thereof as of the date of approval.

This consent is given on the express condition that it shall not be deemed or construed to be a waiver of any term, covenant, condition, provision or requirement of or under the Lease, nor a current consent to any future assignment of the Lease. All rights of the County of Marin under the lease are reserved.

Lessee(s) and Assignor (s):

Dated: 4/30/10


Jeff Iversen

Assignee(s):

Dated: 4/28/10


BT Hangar, LLC
By: William J. Patterson, Managing Member

County of Marin:

Dated: _____

President, Board of Supervisors

Approved as to form:
Marin County Counsel

By _____



WILLIS of New York Inc. - Global Aviation
One World Financial Center
200 Liberty Street
NEW YORK, NY 10281
PHONE (212) 915-8888
FAX (212) 519-5431

CERTIFICATE OF AIRCRAFT INSURANCE

Date of Issue: April 16, 2010
This is to Certify To: Jeffrey Iverson and Flying K, Inc.
P.O. Box 120
Novato, CA 94948

Sometimes referred to herein as the Certificate Holder(s)

That insurers, EACH FOR HIS OWN PART AND NOT ONE FOR THE OTHER, are providing the following insurance, subject to the policy terms, conditions, limitations, exclusions and deductibles:

Named Insured: Solairus Aviation and Alta Absoraka, LLC, William J. Patterson, Elizabeth R. Patterson, N. Colin Lind

Named Insured's Address: 201 First Street, Suite 307, Petaluma, CA 94952

Period of Insurance: April 25, 2010 until cancelled at the address of the Named Insured.

Geographical Limit: Worldwide.

Equipment Insured: 2008 Cessna Citation, Registration No. N724PB, Serial No. C525B-0303

Description of Coverage:

1. Aircraft Liability including Passenger Legal Liability, Third Party Legal Liability, and Liability arising out of War & Allied Perils.
2. Aircraft Hull including arising out of War & Allied Perils.

Limits of Coverage: Note: Aggregate Limits may be reduced due to paid claims

1. \$100,000,000 each occurrence, except as respects War & Allied Perils Third Party Legal Liability, which is limited to either the limit of liability purchased on the aircraft or \$150,000,000 each occurrence, whichever is the lesser amount. Personal Injury to third parties other than passengers is limited to \$25,000,000 any one offense, in the aggregate annually.
2. \$8,000,000 Agreed Value.

Contract(s): Contract/agreement/lease between the Certificate Holder and the Named Insured. (Sometimes referred to herein as the Contract(s))

Special Provisions:

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles warranties and endorsements controlling: Solely as respects (i) the Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

The use of the terms "Additional Named Insured" / "Additional Named Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms convey any benefits or rights not provided for under the policies.

As respects Liability Coverage(s): The Certificate Holder, its Directors, Officers and Employees are included as Additional Insureds (collectively, the "Additional Insureds", individually an "Additional Insured") as their respective interests may appear, warranted no operational interest.

As respects All Coverage(s): In the event of cancellation or adverse material change of the policies by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional insured until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of Aircraft Hull War Risks and Allied Perils Insurance and Extended Coverage Endorsement (Aviation Liabilities) / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice by the Insurers.

This certificate does not amend, extend or otherwise alter the coverage afforded by the policies described herein.

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those insurances other than those provided by the policies. Willis of New York, Inc. has been authorized by the insurers listed below to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

Insurer:

One or more Member Companies
Of Global Aerospace Pool issued through
Global Aerospace, Inc.
One Sylvan Way
Parsippany, NJ 07054

Policy Number

MAP12000677

Several Liability Notice:

The subscribing Insurer's obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Each of the above insures, individually for its proportion only, has authorized the undersigned to issue this Certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability as an insurer as a result of issuing this Certificate or under the above policies.



If Certificate(s) have been issued prior to the Date of Issue of this Certificate, this Certificate cancels and supersedes each such Certificate.

WILLIS GLOBAL AVIATION
A Division of Willis of New York, Inc.

Authorized Representative

DEPARTMENT OF PUBLIC WORKS

COUNTY OF MARIN
www.co.marin.ca.us/pw

P. O. Box 4186, San Rafael, CA 94913-4186 • 415/499-6528 • FAX 415/499-3799

ADMINISTRATION
415/499-6570

ACCOUNTING
415/499-7877

AIRPORT
451-A AIRPORT ROAD
NOVATO, CA 94945
415/897-1754
FAX 415/897-1264

BUILDING MAINTENANCE
415/499-6576
FAX 415/499-3250

CAPITAL PROJECTS
415/499-7877
FAX 415/499-3724

ENGINEERING & SURVEY
415/499-7877
FAX 415/499-3724

COUNTY GARAGE
415/499-7380
FAX 415/499-3738

LAND DEVELOPMENT &
FLOOD CONTROL DISTRICT
415/499-6549

PRINTING
415/499-6377
FAX 415/499-6617

COUNTY PURCHASING AGENT
415/499-6371

COMMUNICATION MAINTENANCE
415/499-7313
FAX 415/499-3738

REAL ESTATE
415/499-6578
FAX 415/446-7373

ROAD MAINTENANCE
415/499-7388
FAX 415/499-3656

TRAFFIC ENGINEERING
415/499-6528

TRANSIT DISTRICT
415/499-6099
FAX 415/499-6939

WASTE MANAGEMENT
415/499-6647
FAX 415/446-7373

Farhad Mansourian, RCE
Director

Mr. Jeff Iverson
P.O. Box 120
Novato, CA 94948-0120

23 June 2004

Re: Lease extension option, Hangar C-402

Dear Mr. Iversen,

This letter is to serve as acknowledgement to your letter of 15-Dec-03, exercising your option to extend the ground lease for Hangar site C-402. This action extends the current lease provisions for an additional 10 years per Par. 2 of the Ground Lease.

The monthly rent will be increased by the cumulative Consumer Price Index as stipulated in Par. 3 of the Ground Lease. The cumulative CPI for this period, as calculated from the Bureau of Labor Statistics Data, is 15.2%. Your monthly rate will increase by this amount effective 1-June-04.

Sincerely,

Ken Robbins
Airport Operations Coordinator

Cc: Jeff Rawles, DPW Program Manager

December 15, 2003

County of Marin
Real Estate Section
P. O. Box 4055, Civic Center
San Rafael, Ca 94913-4055

Airport Manager
Marin County Airport, Gness Field
351 A Airport Road
Novato, CA 94945

Gentlemen,

As per the lease agreement between Jeff Iversen and the County of Marin dated April 22, 1994. Hangar C402 at Gness Field, Novato, CA. I am giving notice that I intend to exercise the option to extend said lease for an additional ten years.

Let this notice serve as the requirements of section 2 of the ground lease agreement.
"Option to Extend."

Cordially,

Jeff Iversen
P. O. Box 120
Novato, CA 94948-0120

*11/16/03 Certified to Both Addressees
Jeff 12/15/03*

GROUND LEASE AGREEMENT

THIS GROUND LEASE is made and entered into on April 21st, 1994, by and between County of Marin, a political subdivision of the State of California, hereinafter called "County," and JEFF IVERSON, hereinafter called "Lessee," with reference to the following circumstances:

A. County owns that certain property known as Gness Field, Marin County Airport, near Novato, in Marin County, California;

B. Lessee desires to lease from County ground space to house an aircraft hangar to be erected by Lessee at said location.

C. County is willing to lease the necessary rights, subject to the terms and conditions set forth below.

COUNTY HEREBY LEASES TO LESSEE, and Lessee hires from County, the premises consisting of approximately 3,600 square feet situated at Gness Field, near Novato, in Marin County, California, with access to and from the same, and as more particularly depicted in Exhibit "A" attached hereto.

1. Initial Term. The term of this Lease is for ten (10) years, beginning _____, 1994 and ending at midnight on _____, 2004.

2. Option to Extend. Lessee may, at its option, extend the original term of this lease for one additional period of ten (10) years, subject to all of the provisions of this Ground Lease. Lessee must give written notice of intent to exercise the option at least ninety (90) days prior to the expiration of this Ground Lease Agreement. Notice is to be in writing, delivered as set forth under Paragraph 18 of this agreement. Failure to exercise the option for any period shall nullify the option for the subsequent period.

3. Rent. Lessee shall pay to County, at the address given under "Notices - Airport Manager," rent during the first five years hereof in the amount of \$250⁰⁰ two hundred fifty dollars per month. Rent shall be paid in advance, on the first day of each and every month or as prescribed by Airport Manager. Any installment of rent not paid within five (5) days of the date due shall bear interest at the rate of eight (8) percent from the date due until same has been fully paid. The payment of such interest shall not constitute a waiver of any default by Lessee hereunder.

The rental rate for the remaining five-year period of the lease and, if exercised, the option period shall be computed at the commencement of each successive five-year period as the rental rate applicable for the immediately preceding five years adjusted for any increase of the Bureau of Labor Statistics Cost of Living Index for said preceding five years. The CPI to be used is the Consumer

Price Index For Urban Consumers - All Items (1982-84 = 100), for the San Francisco-Oakland-San Jose metropolitan area, or any successor index thereto. In no event shall the rental rate for any five year period be less than the applicable rental rate for the preceding five-year period.

4. Use of Premises. County leases to Lessee and Lessee hires from County the Demised Premises for the purpose of construction and maintenance of an aircraft hangar and incidents necessary thereto. Design of hanger shall be approved by Airport Manager. Lessee agrees to use said premises solely as an aircraft hangar and to comply with all applicable laws and regulations.

5. Right and Obligation of Lessee to Remove Personal Property. By entering into this Ground Lease Agreement, possession of any aircraft stored in the hangar is not delivered to County of Marin, its agents, servants and employees while said aircraft is located at the Marin County Airport. Said aircraft shall be the responsibility of owner/lessee at all times. Upon the expiration of the term of this lease or any extension thereof, Lessee shall have the right and the obligation to remove any and all personal property, improvements and/or fixtures placed on the premises by Lessee, including the aircraft hangar.

6. Default. In the event of default by Lessee in the performance of any of the terms, covenants, or conditions hereof including the failure to pay rent, County shall make written demand upon Lessee by registered mail to correct same and if, thereafter, Lessee remains in default for sixty (60) days County, by and through its Airport Manager, shall have the right to take immediate possession of said premises. No waiver of County or default by Lessee of any of the terms, covenants, or conditions hereof to be performed, kept or observed by Lessee shall be construed to be or act as a waiver by County of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept, and observed by Lessee.

7. Insolvency or Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Lessee in the leased property, or a general assignment by Lessee for the benefit of creditors, or the filing of proceedings in insolvency or bankruptcy by or against Lessee shall, at the option of County constitute a repudiation of this agreement by Lessee, such option to be exercised by County within sixty (60) days from receipt of actual notice of any of the aforesaid events.

8. Abandonment. Lessee shall not vacate, abandon or surrender the premises during the term, and if Lessee does, or is dispossessed by process of law, or otherwise, any property belonging to Lessee left on the premise shall be deemed to be abandoned at the option of County.

9. Construction, Reconstruction and Maintenance. Any and all work performed at the site shall be subject to the securing of and subject to the conditions of all necessary permits of all jurisdictional agencies including, but not limited to County of Marin Building Inspection Department, Planning Department, Pacific Gas and Electric Company, etc. Throughout the term of

this ground lease, the site and hanger shall be kept in a neat and clean condition and maintained in good repair by Lessee at Lessee's sole cost.

10. Utilities. County will stub electrical service to one corner of the private hangar area. Installation and connection of electrical service from the main source to the private hangar (including meter) shall be the sole responsibility of Lessee. Monthly service charges shall be the responsibility of Lessee.

11. Insurance. Lessee, at Lessee's own cost and expense shall maintain liability insurance (including protective liability coverage on operations of independent contractors engaged in construction and contractual liability insurance) on an "occurrence" basis for the benefit of the lessee as named insured and the County of Marin, its officers, elected and appointed officials, agents, boards, commissions, and employees as additional insureds against claims for bodily injury, death, personal injury and property damage liability with a limit of not less than \$1,000,000 Combined Single Limit, per occurrence and aggregate in connection with Lessee's use of the leased property.

In the event the Lessee subleases any part, or all, of the hanger, Lessee, at Lessee's own cost and expense shall also maintain hanger keepers' legal liability insurance with a limit equal to the replacement cost of aircraft in Lessee's care, custody and control.

All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A.M. Best's Insurance reports and shall provide that the County of Marin shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.

On or before commencement date of the Ground Lease Agreement, Lessee shall furnish the County of Marin with a certificate evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished the County of Marin at least thirty (30) days prior to the expiration date of each policy.

12. Indemnification. County shall in no case be liable for any damage or injury and Lessee hereby waives all claims against County for damage, injury or death to any person or property arising or asserted to have arisen, from any cause whatsoever. Further, irrespective of the limits of any insurance carried by Lessee for the benefit of County hereunder, Lessee hereby agrees to indemnify, hold harmless and defend County of and from any and all loss, cost, damage, liability and expense, including attorneys' fees arising out of any claim for damage, injury or death to any person or property in, on or about the Demised Premises or any improvement thereon from any cause whatsoever.

13. Assignment. Lessee shall not transfer or assign this lease or any interest therein either voluntarily or by operation of law without first entering into a Consent to Assignment and

payment of concurrent transfer fee and processing costs related thereto. Consent to Assignment by County shall not be unreasonably withheld. Any attempted action in violation of the foregoing shall be null and void. A consent to one assignment by County shall not be deemed a consent to any further or subsequent assignment.

14. Lease of Hangar by Lessee. Lessee may not lease the hangar without first obtaining County's written consent, which consent shall not be unreasonably withheld or unduly delayed. Lessee or sublessee shall provide County with up to date proof of insurance on the hangar and its contents..

15. Entry by County. Lessee shall permit County and its agents to enter the leased property for emergency purposes at all times, and at "reasonable" times to post notices of non-responsibility for alterations, additions, repairs or utility installations.

16. Taxes. In addition to the rental described above, Lessee shall pay and discharge all taxes, general, special assessments, possessory interest tax, and other charges of every description whatsoever levied on or against the Demised Premises, any improvements located on the Demised Premises, any personal property located on or in the Demised Premises, or leasehold estate hereby credited, or otherwise charged to the parties on account of their interest in any of the foregoing.

17. Compliance with Regulations. Lessee shall at all times comply with applicable Federal regulations, Marin County Code Chapter 12.04 and all resolutions of the County of Marin passed from time to time regulating Gness Field.

18. Notices. Any notice, demand or other communication required or permitted under the provisions of this lease shall be effective when in writing and either personally delivered or deposited, postage prepaid, certified or registered, in the United States mail, addressed as follows:

County:

County of Marin
Real Estate Section
P. O. Box 4055, Civic Center
San Rafael, CA 94913-4055

AND

Airport Manager
Marin County Airport, Gness Field
351 A Airport Road
Novato, CA 94945

Lessee:

JEFF TUGSE
P.O. Box 3752
San Rafael CA
94911

19. Hazardous Materials. County and Lessee acknowledge that various materials contain items that have been or may in the future be determined to be hazardous (toxic) and may need to be specially treated/handled or removed. Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the leased premises without the prior written consent of County, which consent shall not be unreasonably withheld so long as Lessee demonstrates to

County's satisfaction such material is necessary to Lessee's use of the leased premises. Lessee acknowledges full and complete responsibility for any and all costs associated with the removal and disposition of hazardous materials located on the leased premises solely as a result of Lessee's actions or the actions of Lessee's agents, employees, contractors or invitees.

20. Waiver. If any part of this agreement is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by County, the remaining portions of this agreement shall remain in full force and effect.

21. Successors. Each and all of the covenants and conditions of this lease shall be binding on and shall inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease as of the date and year first hereinabove stated.

COUNTY OF MARIN

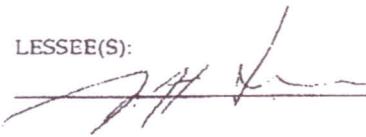
By:


Chairman, Board of Supervisors

Attest:


Clerk

LESSEE(S):



5
April 21, 1994

DATE	NO.	BY	CHKD.
10/1/88	1	CS	SS
10/1/88	2	CS	SS
10/1/88	3	CS	SS
10/1/88	4	CS	SS
10/1/88	5	CS	SS
10/1/88	6	CS	SS
10/1/88	7	CS	SS
10/1/88	8	CS	SS
10/1/88	9	CS	SS
10/1/88	10	CS	SS

COUNTY OF MARIN
Orange Field

EAST APRON
ELECTRICAL SITE PLAN

SHEET
3 of 5

- NOTES
1. Refer to drawing for general information.
 2. Refer to drawing for general information.
 3. Refer to drawing for general information.
 4. Refer to drawing for general information.
 5. Refer to drawing for general information.
 6. Refer to drawing for general information.
 7. Refer to drawing for general information.
 8. Refer to drawing for general information.
 9. Refer to drawing for general information.
 10. Refer to drawing for general information.
- GENERAL LEGEND
- A. ELECTRICAL (CONCRETE)
 - B. ELECTRICAL (CONCRETE)
 - C. ELECTRICAL (CONCRETE)
 - D. ELECTRICAL (CONCRETE)

