

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This Consent to Assignment of Lease Agreement [Consent] is entered into by the City of San Diego [CITY] and Aviation Consulting International Corporation, dba Aviation International [LESSEE/ASSIGNOR], to be effective upon execution by the parties and approval by the San Diego City Attorney [Effective Date], as follows:

RECITALS

This Consent is made with regard to the following facts:

- A. CITY and LESSEE/ASSIGNOR entered into a Flat Rate Aviation Lease, which was filed with the Office of the City Clerk on November 10, 1998, as Document No. RR-290937, and a First Amendment to Lease, which was filed with the City Clerk on January 16, 2001, as Document No. RR-294450 [Lease]. The Lease pertains to that certain real property identified as approximately 3.76 acres at 6929 Curran Street, on Brown Field Airport [Premises]. The Premises are more fully described in the Lease.
- B. LESSEE/ASSIGNOR desires to assign its interest in and to the Lease to Tactical Air Operations, Inc., a California corporation [ASSIGNEE]. The ASSIGNEE is currently is a tenant in good standing with CITY at Nichols Field on Otay Mesa.
- C. LESSEE/ASSIGNOR and ASSIGNEE acknowledge the development requirements of the Lease have not been met.
- D. LESSEE/ASSIGNOR and ASSIGNEE acknowledge that the City's act of consenting to an assignment will not relieve LESSEE/ASSIGNOR or ASSIGNEE from any requirements under the Lease, including but not limited to, rent adjustments.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Consent, and for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

- 1. ASSUMPTION: ASSIGNEE assumes and agrees for the benefit of CITY to be bound by, and to conform and comply with, every obligation of LESSEE/ASSIGNOR under the Lease, including the amendments made to the Lease by this Consent, and to maintain on the Premises an aviation business that provides at least the same level of quality and service as the aviation business currently on the Premises as of the date of this Consent. LESSEE/ASSIGNOR agrees that it shall remain jointly and severally liable with ASSIGNEE for the payment of all rents and for the performance of all obligations of LESSEE/ASSIGNOR under the Lease, including all the obligations LESSEE/ASSIGNOR was responsible for prior to the execution of this Consent by CITY.

LESSEE/ASSIGNOR and ASSIGNEE further acknowledge that this Consent does not relieve either party from the development obligations outlined in the Lease.

2. USE: The Premises shall be used solely and exclusively for aviation purposes.
3. CONSTRUCTION OF AIRPLANE HANGAR: LESSEE/ASSIGNOR and ASSIGNEE have submitted a development plan [Exhibit A] to CITY Airports staff to construct at least a 10,000 square foot, 31' foot eave-height metal airplane hangar with satisfactory off-ramp vehicle parking on the Premises. ASSIGNEE presented to CITY staff a draft of the Federal Aviation Administration [FAA] Form 7460-1 for submission to the FAA together with plans for the design and location of the proposed hangar along Curran Street. The construction of the hangar must be completed within twenty-four (24) months of the Effective Date of this Consent or the Lease may, at the discretion of City, be terminated. However, if unreasonable delays are caused by the FAA and/or the CITY's Development Services Department in issuing the necessary building permits and approvals, CITY may extend the 24-month period. The complete construction of the hangar will satisfy the development requirement in the Lease and cure the default caused by the failure to meet the development requirement.
4. MINIMUM STANDARDS: ASSIGNEE hereby agrees to comply with all rules and regulations outlined in the attached **General Aviation Aeronautical Activities and FBO Minimum Standards for Brown Field Municipal Airport** [Exhibit B].
5. PERSONAL GUARANTEE: Alan N. Fink and Kristina E. Fink, corporate officers of ASSIGNEE (Tactical Air Operations, Inc., a California corporation), will personally guarantee the construction and completion of the proposed 10,000 square-foot airplane hangar on the Premises [Exhibit C] within the time frame outlined above.
6. HOLD HARMLESS: ASSIGNEE agrees to hold CITY harmless as provided in Section 5.1 of the Lease. In addition, ASSIGNEE agrees to defend, indemnify, protect and hold CITY, it's agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to any ASSIGNEE's employees, invitees, guests or officer's, which arise out of or are in any manner directly or indirectly connected with the proposed development of the hangar or operations on the Premises or the work to be performed under this agreement, and all the expenses of investigating and defending against same provided, however that ASSIGNEE's duty to indemnify and hold harmless shall not include claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, it's agents, officers, employees.
7. UNDERGROUND UTILITIES, SEWER AND STORMWATER INSTILLATION: CITY does not warrant or represent, either through implication or in writing, and LESSEE/ASSIGNOR and ASSIGNEE acknowledge and agree, that CITY will not now or in the future, underground, construct or relocate any electrical, water, sewer, stormwater, communications utilities, curb/gutter, sidewalk or street affecting the Premises.

8. WATER QUALITY – BEST MANAGEMENT PRACTICES: The CITY and ASSIGNEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the ASSIGNEE's responsibility to identify and implement an effective combination of BMP's so as not to cause pollutant discharges to the storm drain system in violation of Section 43.03, Stormwater Ordinance. Therefore, ASSIGNEE shall, at a minimum, implement and comply, as applicable, with the BMPs for industrial and commercial facilities adopted under the San Diego Municipal Code Section 43.0307(a). It is ultimately the ASSIGNEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, the LESSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.
9. ADDITIONAL CONSIDERATION: Pursuant to Section 4.4 of the Lease, LESSEE/ASSIGNOR shall to pay CITY two percent (2%) of the gross amount to be paid for the Lease in connection with an approved assignment of the Lease. Accordingly, in compliance to Section 4.4 the LESSEE/ASSIGNOR shall to pay CITY the mandated processing fee, plus two percent (2%) of the gross sale.
10. SUBSEQUENT ASSIGNMENTS; RECAPTURE: This Consent does not constitute consent to any subsequent subletting or assignment of the Lease and does not relieve ASSIGNEE or any persons claiming under or through ASSIGNEE of the obligation to obtain the prior written consent of CITY prior to subletting and/or assigning the Lease.
11. DEFAULT UNDER THE LEASE: If ASSIGNEE defaults under the Lease, CITY, without waiving its rights to proceed against ASSIGNEE, may proceed directly against LESSEE/ASSIGNOR, any guarantors, or anyone else liable under the Lease without first exhausting CITY's remedies against any other person or entity liable under the Lease to CITY.
12. INSURANCE: ASSIGNEE will provide CITY a Certificate of Insurance for a minimum amount of Five Million Dollars (\$5,000,000.) for the leased Premises. Such certificate and binder will name as additional insured the CITY, its employees, officers, elected officials, its representatives and agents as required in Section 5 of the Lease.
13. LEGAL PROCEEDINGS: Should it be necessary for any party to commence legal proceedings for the specific performance of this Consent, for damages for the breach of this Consent or otherwise for enforcement of any remedy under this Consent, the prevailing party shall be entitled to recover from the applicable party costs and reasonable attorney fees.
14. STRONG MAYOR: All references to "CITY Manager" in the Lease shall be deemed to refer to "Mayor." This provision became effective on January 1, 2006, and shall remain in effect for the duration of the time period which the CITY operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the San Diego City Charter.

15. MASTER LEASE CONTROLS: To the extent that the Assignment by and between LESSEE/ASSIGNOR and ASSIGNEE contradict, supersede, and/or attempt to preempt any term, obligation or right of CITY under the Lease, the Lease shall control with regard to the rights of CITY and obligations of LESSEE/ASSIGNOR and ASSIGNEE.
16. CONTROLLING LAW: The terms and conditions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.
17. CAPTIONS: Captions in this Consent are included for convenience only and do not modify any of the terms of this Consent.
18. ENTIRE AGREEMENT; WAIVER: This Consent constitutes the final, complete, and exclusive statement between the parties pertaining to the terms of CITY'S consent. This Consent supersedes all prior and contemporaneous understandings or agreements of the parties, whether oral or written, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and states that said agreement modifies this Consent.
19. WAIVER: Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Lease. In addition, the acceptance of rents by CITY from ASSIGNEE or anyone else liable under the Lease will not be deemed a waiver by CITY of any provisions of the Lease.
20. NOTICE: Any notice that may or must be given by any party under this Consent will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to CITY, LESSEE/ASSIGNOR, or ASSIGNEE shall be sent to the respective address set forth below, or such other address as the party may designate for service of notice by a notice given in accordance with the provisions of this section. A notice sent pursuant to the terms of this section shall be deemed delivered (a) when delivery is completed, if delivered personally, (b) three (3) business days after deposit into the United States mail, or (c) the day following deposit with a nationally recognized overnight courier if overnight delivery is requested by that courier.

Address of LESSEE/ASSIGNOR:

Aviation International
P.O. Box 530040
San Diego, CA 92154

Address of ASSIGNEE:

Tactical Air Operations, Inc.
860 Country Club Lane
Coronado, CA 92118

21. CAPITALIZED TERMS: All terms spelled with initial-capital letters in this Consent that are not expressly defined in this Consent will have the respective meanings given such terms in the Lease.
22. AUTHORITY: Each individual executing this Consent to Assignment on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent to Assignment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent to Assignment is binding upon such person or entity in accordance with its terms. Each person executing this Consent to Assignment on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Consent to Assignment is executed by CITY acting by and through its Mayor, or his designee, and by LESSOR/ASSIGNOR and ASSIGNEE acting by and through their lawfully authorized designees.

Dated: 22 SEPTEMBER 2009

LESSOR: CITY OF SAN DIEGO

By: [Signature]
Michael C. Tussey, Deputy Director Airports

Dated: 9-22-09

LESSEE/ASSIGNOR: AVIATION CONSULTING
INTERNATIONAL CORPORATION

By: [Signature]
Name: Juan E. Escalante
Title: PRESIDENT

Dated: 9-22-09

ASSIGNEE: TACTICAL AIR OPERATIONS,
INC., a California corporation

By: [Signature]
Name: Alan Fink
Title: President

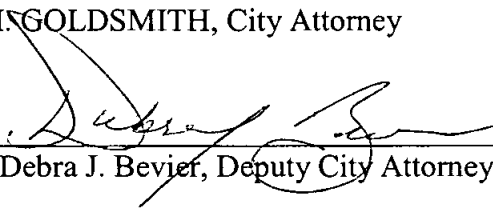
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APPROVED AS TO FORM AND LEGALITY

this 22nd day of September, 2009.

JAN INGOLDSMITH, City Attorney

By:

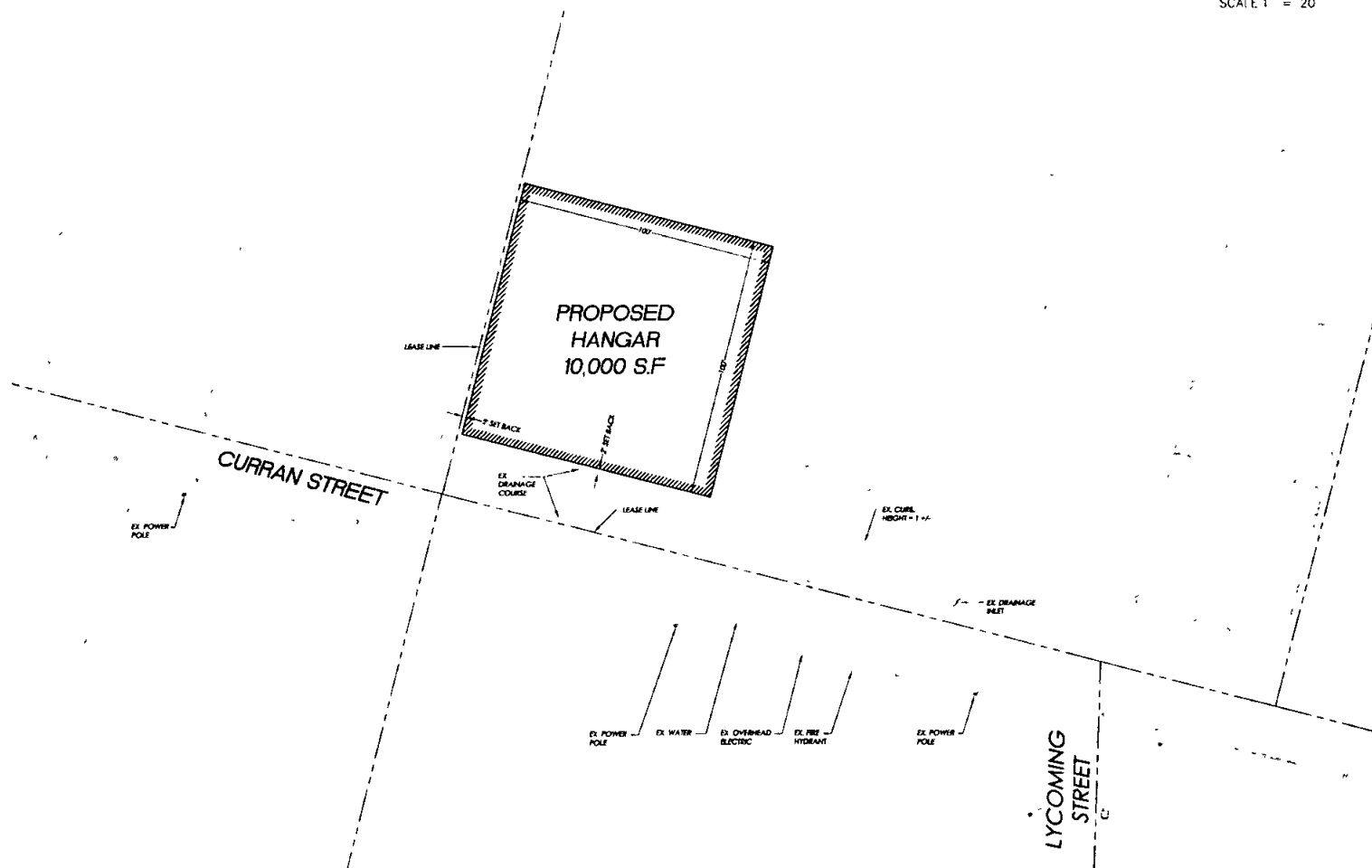
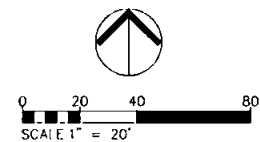

Debra J. Bevier, Deputy City Attorney

OTAY MESA QUADRANGLE
CALIFORNIA-SAN DIEGO CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)
1964 JANU. 15' QUADRANGLE



LEGEND

- EX. STORM DRAIN
- EX. STORM DRAIN INLET
- EX. WATER
- EX. FIRE HYDRANT
- EX. POST INDICATOR VALVE
- EX. POWER POLE
- EX. OVERHEAD ELECTRICAL
- EX. CHAIN LINE PRINCE
- LEASE LINE
- EX. CONCRETE SECTION
- EX. BUILDING
- PROP. HANGAR
- EX. DRAINAGE PATTERN



General Aviation Aeronautical Activities and FBO Minimum Standards for Brown Field Municipal Airport

Commercial Aeronautical Activities, an FBO

FBO services required:

- Service all types of aircraft
- Aviation fuel
- Ground services for passengers, crew and aircraft (lobby, customer service areas)
- Aircraft maintenance
- Aircraft parking with tiedowns
- Aircraft storage and/or hangars
- Office facilities
- Only FBOs can sell aviation fuel
- If Jet Fuel sold then must service all types of aircraft

Applicability

These Minimum Standards apply to the respondents of the Brown Field RFP

Subcontracting of services; master lessor remains obligated to meet these standards

1. INTRODUCTION

1.1. *Purpose and Scope*

The Minimum Standards set forth in this document are subordinate to the terms and provisions of any existing or future written agreements between the City of San Diego (CITY) and any Tenant, User or Occupant of Airport Property (Operator). These Minimum Standards are further subordinate to any rules or orders promulgated by any agency or subdivision of the United States government, including but not limited to the Federal Aviation Administration (FAA) and are subordinate to any and all federal, state or municipal laws or regulations pertaining to the development, operation and/or maintenance of airports.

- 1.1.1. The purpose of these Minimum Standards is to encourage, promote, and ensure: (1) the delivery of high quality General Aviation products, services, and facilities to Airport users, (2) the design and development of quality General Aviation Improvements at the Airport; (3) General Aviation safety and security, (4) the economic health of General Aviation businesses, and (5) the orderly development of Airport property for General Aviation purposes

1.1.2. To this end, all entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to meeting (complying with) these Minimum Standards. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be established by the Airport Director on a case-by-case basis for such Activities and incorporated into the Operator's Agreement or Permit.

1.2. *Exclusive Rights*

1.2.1. In accordance with the Airport Assurances given to the federal and/or state government by the City as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording an Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement or Permit.

1.2.2. The presence on the Airport of only one entity engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express agreement to exclude other reasonably qualified entities. Accordingly, those who desire to enter into an Agreement or Permit with the City should neither expect nor request that the City exclude others who also desire to engage in the same or similar Activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those entities meeting (complying with) the qualifications and the requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the City.

1.2.3. If the FAA determines that any provision of these Minimum Standards or any Agreement or Permit or any practice constitutes a grant of a prohibited Exclusive Right, such provision or Agreement or Permit shall be deemed null and void and such practice shall be discontinued immediately.

1.3. *Applicability*

1.3.1. These Minimum Standards specify the standards and requirements that must be met (and complied with) by any entity desiring to engage in General Aviation Aeronautical Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments

regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Airport Manager. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the City's discretion, meet (comply with) these Minimum Standards.

- 1.3.2. These Minimum Standards shall apply to all new tenants of Brown Field airport, either by way of new lease or assignment of an existing lease.
- 1.3.2.1. These Minimum Standards shall not affect any Agreement or Permit or amendment to such Agreement or Permit properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement or Permit, in which case these Minimum Standards shall apply to the extent permitted by such Agreement or Permit.
- 1.3.2.2. Upon execution of a new Agreement or Permit or amendment to an existing Agreement or Permit, Operator shall be required to meet (comply with) these Minimum Standards.
- 1.3.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement or Permit under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an Agreement or Permit that requires an entity to exceed the Minimum Standards.
- 1.3.3. If these Minimum Standards are amended after Operator enters into an Agreement or Permit with the City, the Operator shall not be required to increase Operator's Leased Premises or construct any additional Improvements to be in compliance with the amended Minimum Standards until such time as Operator's existing Agreement or Permit is amended (or an assignment is made to another entity acceptable to the City) or Operator enters into a new Agreement or Permit with the City.

2. GENERAL REQUIREMENTS

2.1. *Introduction*

- 2.1.1. All Operators engaging in Aeronautical Activities at the Airport shall meet (fully comply with) or exceed the requirements of this Section 2 as well as the minimum standards applicable to the Operator's Activities, as set forth in subsequent sections.

2.2. *Experience/Capability*

2.2.1. Operator shall, in the judgment of the City, demonstrate before and maintain during (throughout) the term of the Agreement or Permit, the following:

2.2.1.1. the capability of consistently providing the proposed products, services, and facilities and engaging in the proposed Activities in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner in service to and to the benefit of the public, and

2.2.1.2. the financial and technical responsibility, capability, and integrity to develop and maintain required Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ required personnel; and engage in the Activity .

2.3. *Agreement or Permit Approval*

2.3.1. No entity shall engage in an Activity unless the entity has an Agreement or Permit with the City authorizing such Activity or the entity has received prior written approval from the City to Sublease land or Improvements from an authorized Operator and engage in the Activity at the Airport.

2.3.2. An Agreement or Permit shall not reduce or limit Operator's obligations with respect to meeting (complying with) these Minimum Standards.

2.4. *Payment of Rents, Fees, and Charges*

2.4.1. Each Tenant, Operator or User shall pay all rents, fees, or other charges specified by CITY for engaging in any Activity or Use of Airport Property.

2.4.2. The failure of any Tenant, Operator or User to comply with terms and provisions of any Agreement with CITY for Activity on or Use of Airport Property pertaining to payment of rents, fees, or other charges shall be grounds for revocation or cancellation of any such Agreement.

2.5. *Leased Premises*

2.5.1. Operator shall lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.

2.5.1.1. Leased Premises that are used for Commercial purposes and require public access shall have direct public street side access.

2.5.2. Apron/Paved Tiedowns

- 2.5.2.1. Aprons/Paved Tiedowns (if required) must be adequate size and weight bearing capacity to accommodate the movement, staging, and Parking of Operator's, Operator's Sublessees', and customers' without interfering with the movement of Aircraft in and out of other facilities and the movement of Aircraft operating to/from/on Taxilanes or Taxiways.
- 2.5.2.2. Aprons shall be required in associated with hangars shall be equal to one and one-half times the hangar square footage and be able to accommodate the movement of Aircraft into and out of the hangar, staging, and Parking of Operators', Operators' Sublessees', and customers' Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating to/from/on Taxilanes or Taxiways, whichever is greater.
- 2.5.3. Vehicle Parking
 - 2.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all of Operators' and Operators' Sublessees' (if subleasing facilities) customers', employees', visitors', vendors', and suppliers' Vehicles on a daily basis. The sufficiency of Vehicle parking shall be determined in conjunction with the City.
 - 2.5.3.2. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility.
 - 2.5.3.3. On-street Vehicle Parking is not allowed.
- 2.6. *Facility Maintenance*
 - 2.6.1. Operator shall maintain its Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed Equipment and utility services, lighting, and signage) in a clean, neat, orderly, and fully functional condition.
 - 2.6.2. Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully functional condition, normal wear and tear excepted.
 - 2.6.3. Operator shall replace, in like kind, any Property damaged by its Employees, patrons, Sublessees, contractors, et.al. or by Operator's Activities.

2.7. *Products, Services, and Facilities*

- 2.7.1. Products, services, and facilities shall be available on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- 2.7.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility
 - 2.7.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.7.3. Operator shall conduct its Activities on and from its Leased Premises in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises in like markets.

2.8. *Non-Discrimination*

- 2.8.1. Tenants, Operators or Users of Airport Property shall not discriminate against any person or class of persons in any manner prohibited by federal or state law in making any products, services or facilities available to the public, or in the use of any of any facilities under the care, custody and control of the Tenant, Operator or User, and shall comply with all terms or provisions pertaining to non-discrimination that are set forth in any Agreement entered into with CITY.

2.9. *Licenses, Permits, Certifications, and Ratings*

- 2.9.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the City or any other duly authorized Agency prior to engaging in any Activity at the Airport.
 - 2.9.1.1. Operator shall keep in effect and post in a prominent place, readily accessible to the public, all necessary or required licenses, permits, certifications, or ratings.
 - 2.9.1.2. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager within 10 business days.

2.10. *Personnel*

- 2.10.1. The person managing the Operator's Activities shall have (and be able to demonstrate) at least five years recent experience managing a comparable Activities.
- 2.10.2. Operator shall have a responsible person on its Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities.
 - 2.10.2.1. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.
- 2.10.3. Operator shall have in its employ, on duty, and on its Leased Premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner.
- 2.10.4. Operator shall control the conduct, demeanor, and appearance of its employees. It shall be the responsibility of the Operator to maintain close supervision over its employees to ensure that a high standard (quality) of products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner.
- 2.11. *Aircraft, Equipment, and Vehicles*
 - 2.11.1. All required Aircraft, Equipment, and Vehicles must be fully operational, functional, and available at all times and capable of providing all required products and services.
 - 2.11.1.1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, as long as appropriate measures are taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.
 - 2.11.1.2. Operator shall have at least one required Aircraft, Equipment, and/or Vehicle in a fully operationally functional condition at all times.
- 2.12. *Hours of Activity*
 - 2.12.1. Hours of activity shall be clearly posted in public view using appropriate and professional signage approved in advance by the Airport Manager.

2.13. *Insurance*

Each Tenant, Operator or User of Airport Property shall procure and maintain policies of liability and/or property and casualty insurance as may be required by the terms or provisions pertaining to insurance that are set forth in any Agreement entered into with CITY. Further, a Tenant, Operator or User of Airport Property who engages in any Activity or Use that involves the generation, storage or disposal of any hazardous substances or that is known to, or is likely to, result in environmental contamination of Airport Property is required to procure and maintain a policy of environmental liability or similar insurance with insurance coverage limits deemed by CITY to be appropriate to any such Activity or Use.

2.14. *Indemnification and Hold Harmless*

Each Tenant, Operator or User of Airport Property shall agree, in writing, to defend, indemnify, protect, and hold the CITY, its elected officials, agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to any Tenant's, Operator's or User's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or use of or operation on Airport Property or the work and operations to be performed under the Agreement, and all expenses of investigating and defending against same; provided, however, that the duty of any Tenant, Operator or User to indemnify and hold CITY harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, or employees.

2.15. *Taxes*

- 2.15.1. Each Tenant, Operator or User of Airport Property agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Tenant, Operator or User, as an occupant or user of Airport Property, including the land, any buildings, structures, machines, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by Tenant, Operator or User or levied by reason of the business or other activities of the Tenant, Operator or User related to the leased premises, including any licenses or permits. Every Agreement for occupancy or use of Airport Property shall require that any Tenant, Operator or User recognize and agree that said Agreement may create a possessory interest subject to property taxation, and that the Tenant, Operator or User of Airport Property may be subject to the payment of taxes levied on such interest, and that the Tenant, Operator or User shall pay all such possessory interest taxes. Every Agreement for occupancy or use of Airport Property shall further require that any Tenant, Operator or User of

Airport Property further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

2.16. *Multiple Activities*

2.16.1. When more than one Activity is conducted at the Airport, the minimum standards shall be established by the Airport Manager.

2.16.2. Depending upon the nature of the combined Activities, the minimum standards shall not be:

2.16.2.1. less than the highest standard for each element (e.g., land, hangar, office, shop, etc.) within the combined Activities, or greater than the cumulative standards for all of the combined Activities.

3. FIXED BASE OPERATOR

3.1. *Introduction*

3.1.1. Only Authorized Fixed Base Operators (FBO's) shall be granted the right to sell aviation fuels.

3.1.2. A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities for "all types of Aircraft" (piston and turbine-powered Aircraft) to include, at a minimum, the following Activities at the Airport: aviation Fuels and lubricants (Jet Fuel, Avgas, and Aircraft lubricants); passenger, crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; and Aircraft Parking, Tiedown, hangar, office, and shop rental.

3.1.3. In addition to the General Requirements set forth in Section 2, each FBO at the Airport shall comply with the following minimum standards set forth in this Section 3.

3.2. *Scope of Activity*

3.2.1. FBO's products and services shall include the following:

3.2.2. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):

3.2.3. FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft frequenting the Airport. Available within 15 minutes from an on-Airport, qualified fuel provider.

- 3.2.4. FBO shall provide a response time of no more than 15 minutes during required hours of activity (except in situations beyond the control of the FBO).
- 3.2.5. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
- 3.2.6. FBO shall meet, direct, and park all Aircraft arriving on FBO's Leased Premises with exception of Aircraft that have a designated (assigned) tiedown space or area.
- 3.2.7. FBO shall provide courtesy transportation for passengers, crew, and baggage, as necessary and/or appropriate.
- 3.2.8. FBO shall provide parking and Tiedown of Aircraft upon the FBO's Leased Premises.
- 3.2.9. FBO shall provide hangar storage of Aircraft upon the FBO's Leased Premises, to include in-out (Aircraft towing) service.
- 3.2.10. FBO shall provide crew and passenger baggage handling and other related arrival and departure services.
- 3.2.11. FBO shall provide oxygen and compressed air services and be able to provide nitrogen services through arrangement with an authorized entity at the Airport who meets the Minimum Standards for an Aircraft Maintenance Operator.
- 3.2.12. FBO shall provide lavatory services and Aircraft cleaning services.
- 3.2.13. FBO shall provide Aircraft ground power.
- 3.2.14. FBO shall be able to make crew and passenger ground transportation arrangements (Limousine, shuttle, and rental car).
- 3.2.15. FBO shall be able to make Aircraft catering arrangements.
- 3.2.16. Aircraft Maintenance
- 3.2.17. FBO shall provide, upon request, routine (minor) Aircraft line maintenance (Le., including preventative maintenance as defined in 14 CFR Part 43, Appendix A and excluding maintenance associated with 50 hour, 100 hour, annual inspections, major alteration, and major repair) on the airframe, powerplants, and associated systems of General Aviation Aircraft frequenting the Airport. Service may be provided directly through in-house or by procurement through contract services.

- 3.2.18. FBO can meet this requirement by arrangement (and through agreement) with an entity who: (1) meets the Minimum Standards for an Aircraft Maintenance Operator at the Airport, (2) is qualified to provide such services at the Airport, and (3) is authorized by the City to engage in such activities at the Airport.
- 3.2.19. If FBO has an arrangement (agreement) with a qualified and authorized Aircraft Maintenance Operator, FBO is not required to meet (comply with) the Minimum Standards relating to Aircraft Maintenance.
- 3.2.20. However, if, at any time, FBO does not have an arrangement (agreement) with a qualified and authorized Aircraft Maintenance Operator, FBO shall meet (fully comply with) the Minimum Standards relating to Aircraft Maintenance.
- 3.2.21. Aircraft Storage
 - 3.2.21.1. FBO shall develop, own, and/or lease facilities for the purpose of subleasing (to the public) Aircraft storage space and associated office or shop space (if such space is desired by the public) to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 3.3. *Leased Premises*
 - 3.3.1. Minimum parcel of 8/10 acres for apron, facilities, vehicle parking apron of 4/5 acres
 - 3.3.2. Tiedown adequate for number, type and size of based and transient aircraft, but not less than 20 spaces
 - 3.3.3. Facilities total 44,000 sf (includes terminal, maintenance and hangar space)
 - 3.3.4. Terminal space of 3,000 sf, 2,000 sf dedicated to customer area, 1,000 sf dedicated to administrative area
 - 3.3.5. Maintenance area of 1,000 sf for offices, work areas, parts and equipment
 - 3.3.6. Hangar space of 40,000 sf, 20,000 sf for aircraft storage, 10,000 sf for maintenance
 - 3.3.7. Vehicle parking not less than 0.5 acre (21,780 sf)
- 3.4. *Fuel Storage*
 - 3.4.1. All new fuel storage will be on-airport, above-ground

- 3.4.1.1. Capacity for three days peak supply:
 - 20,000 gallons of Jet Fuel
 - 10,000 gallons of Avgas
- 3.4.2. Supplier/distributor agreement
- 3.4.3. Fuel delivery permit from City
- 3.4.4. Maintain records
- 3.5. *Fueling Equipment*
 - 3.5.1. Two vehicles for Jet fuel, minimum capacity of 3,000 gallons
 - One vehicle for Avgas, minimum capacity of 750 gallons
 - Backup with self-serve or require written agreement with another FBO to provide Avgas
 - Vehicles have metering devices
 - One Jet fuel vehicle for over-the-wing and single-point fueling
- 3.6. *Equipment*
 - Wheel chocks, tie-down ropes
 - Oxygen cart, compressed air
 - Courtesy vehicle
 - Ramp vehicle
 - Two aircraft tow vehicles: one with draw bar capacity for heaviest aircraft at FBO
 - Two ground power units
 - Lavatory service cart
 - Spill kits
 - Fire extinguishers
 - Equipment for aircraft maintenance
- 3.7. *Personnel*
 - 3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and property maintained at all times.
 - 3.7.1.1. Management and administrative personnel shall not be required to be uniformed.
 - 3.7.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for Fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and

Servicing." FBO's SOP shall include a training plan, Fuel quality assurance procedures and record keeping, and emergency response procedures to Fuel spills and fires. FBO's SOP shall also address: regular safety inspections, bonding and fire protection; public protection; control of access to Fuel storage facilities; and marking and labeling of Fuel storage tanks and Refueling Vehicles. FBO's SOP shall be submitted to the Airport Manager no later than 30 days before the FBO commences Activities at the Airport (and it shall be resubmitted anytime changes are made).

- 3.7.3. FBO shall have two properly trained and qualified line service technicians (FBO Employees), on each shift, providing Aircraft Fueling, Parking, and ground services and support.
 - 3.7.3.1. FBO shall have one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).
- 3.7.4. FBO shall have one properly trained and qualified customer service representative (FBO Employee), on each shift to provide customer service and support.
- 3.7.5. FBO (or authorized Aircraft Maintenance Operator) shall have one Airframe and Powerplant Mechanic properly trained and qualified to provide Aircraft Maintenance on Aircraft frequenting the Airport.
- 3.8. *Hours of Activity*
 - Fueling, passenger, crew, aircraft services available 10 hours a day / 7 days a week
 - On-call services within 60 minutes
 - Maintenance available 5 days a week
 - On-call maintenance within 120 minutes
- 3.9. *Aircraft Removal*
 - 3.9.1. As requested by airport operator/aircraft owner-respond within 30 minutes, to maintain readiness of airport
 - 3.9.2. Prepare aircraft removal plan

**PERSONAL GUARANTY
of ALAN N. FINK and KRISTINA E. FINK**

1. Identification.

This Personal Guaranty [Guaranty], effective as of the date of the last signatory below, is entered into by Alan N. Fink and Kristina E. Fink [GUARANTORS], for the benefit of the City of San Diego [CITY].

2. Recitals.

2.1 GUARANTORS are the owners and officers of Tactical Air Operations, Inc., a California corporation [TACTICAL], which is the proposed Assignee under that certain Flat Rate Aviation Lease [Lease] between the City of San Diego and Aviation Consulting International Corporation dba Aviation International [Assignor], filed with the Office of the City Clerk on November 10, 1998, as Document No. RR-290937, effective December 1, 1998, and as amended by the First Amendment to Lease Agreement, dated January 18, 2001, and filed with the Office of the City Clerk on January 16, 2001, as Document No. RR-294450, for that certain real property on Brown Field Airport, in the City of San Diego, County of San Diego, State of California, more particularly described in said documents. As a condition of CITY giving its Consent to said assignment to TACTICAL, GUARANTORS have agreed, as individuals, to personally guarantee the construction and development of a minimum 10,000 square- foot hangar [Hangar] on the assigned leasehold. GUARANTORS will obtain substantial benefit from the assignment of the Lease.

2.2 In consideration of the proposed assignment to TACTICAL and for other good and valuable consideration, and as security for the performance by TACTICAL of its obligations under the assignment and as security for the construction and development of the Hangar and all other sums due from TACTICAL arising under the Consent to Assignment and Assignment Agreement and any other agreement relating to the foregoing [collectively, the "Obligations"], GUARANTORS, for good and valuable consideration, receipt of which is acknowledged, have agreed to enter into this Guaranty.

3. Guaranty.

3.1 Guaranty. Upon assignment of the Lease to TACTICAL, GUARANTORS hereby unconditionally and irrevocably guarantee, the timely construction and development, or payment therefore, of the Hangar, and for any monies owed, now or hereafter existing, as a result of the subject assignment, referred to in Section 2.2 as the Obligations, to the extent not paid by TACTICAL or Assignor, and agree to pay any and all reasonable costs, fees and expenses (including reasonable attorney fees and expenses) incurred by CITY in enforcing any rights under the guaranty set forth herein. Without limiting the generality of the foregoing, GUARANTORS' liability shall extend to all amounts that constitute part of the Obligations that would be owed by Assignor and/or TACTICAL to CITY, but for the fact that they are unenforceable or not allowable due to the failure to perform or the existence of an insolvency, bankruptcy or reorganization involving TACTICAL.

3.2 Guaranty Absolute. GUARANTORS guarantee that the Obligations will be performed or payment therefore will be made, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights thereto. The obligations of GUARANTORS under this Guaranty are independent of the Obligations, and a separate action or actions may be brought and prosecuted against GUARANTORS to enforce such Obligations, irrespective of whether any action is brought against TACTICAL or any other party, or whether TACTICAL or any other party is joined in any such action or actions. The liability of GUARANTORS under this Guaranty constitutes a primary obligation, and not a contract of surety, and to the extent permitted by law, shall be irrevocable, absolute and unconditional irrespective of, and GUARANTORS hereby irrevocably waive any defenses they may now or hereafter have in any way relating to, any or all of the following:

- (a) any lack of validity or enforceability of any agreement or instrument relating thereto;

Exhibit C

PERSONAL GUARANTY
of ALAN N. FINK and KRISTINA E. FINK

(b) any change in the time, manner or place of performance, payment of, or in any other term of, all or any of the Obligations, including, without limitation, any increase in the Obligations resulting from amendments to the lease assigned to TACTICAL; or

(c) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of TACTICAL.

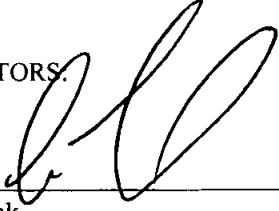
This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any performance or payment of any of the Obligations is rescinded or must otherwise be returned by any entity upon the insolvency, bankruptcy or reorganization of TACTICAL or the GUARANTORS (and whether as a result of any demand, settlement, litigation or otherwise), all as though such payment had not been made.

3.3 Waiver. GUARANTORS hereby waive promptness, diligence, and any other notice with respect to any of the Obligations and this Guaranty and any requirement that CITY exhaust any right or take any action against TACTICAL or any other person or entity. GUARANTORS acknowledge that they will receive direct and indirect benefits from the assignment of the Lease contemplated herein and that the waiver set forth in this Section 3.3 is knowingly made in contemplation of such benefits. GUARANTORS hereby waive any right to revoke this Guaranty, and acknowledge that this Guaranty is continuing in nature and applies to all Obligations, whether existing now or in the future.

3.4 Continuing Guaranty; Assignments. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until each and every aspect of the Development Obligations are completed to the reasonable satisfaction of the CITY; (b) be binding upon GUARANTORS, their successors and assigns; and (c) inure to the benefit of and be enforceable by CITY and its successors, transferees and assigns. Once the Development obligations are completed to the reasonable satisfaction of the CITY, the CITY shall issue a letter to GUARANTORS releasing them from this Guarantee.

3.5 This Guaranty shall be considered drafted by the GUARANTORS and any problem(s) associated with the drafting and/or legality of this Guaranty shall be construed against the GUARANTORS and in favor of CITY.

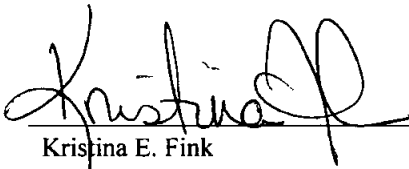
GUARANTORS:



Alan N. Fink
860 Country Club Lane
Coronado, CA 92118

Social Security Number
547-31-0827

9-22-09
Date



Kristina E. Fink
860 Country Club Lane
Coronado, CA 92118

Social Security Number
307-80-7284

9-22-09
Date

Aviation Consulting International Corp

Christian Anderson
Airport Development Coordinator
City of San Diego/Airports Division
3750 John J. Montgomery Dr.
San Diego, CA 92123

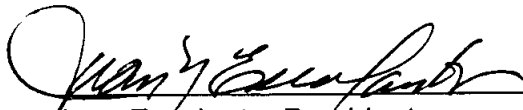
July 10, 2009

Dear Christian,

As per our discussions, I respectfully request submit an assignment of Aviation Consulting International Corporation's leasehold on Brown Field to Tactical Air Operations, Inc.

Tactical Air Operations, Inc. is been a long standing lessee of the City of San Diego and has an impeccable reputation. In addition to owning over \$5,000,000.00 worth of turbine aircraft, Tactical Air Operations, Inc. is also the official jump School of the United States Navy

Tactical Air Operations Inc. has agreed to develop a minimum of 10,000 sf of new hangars on said leasehold. Said development shall be completed as within twenty four (24) months after the approval of the assignment. We both concur with your recommendation to include language in the City's assignment approval that would safeguard Tactical Air Operations, Inc. against delays by the Federal Aviation Administration (FAA) or City in approving the hangar(s).



Juan Escalante, President
Aviation Consulting International Corp
dba Aviation International

7-10-09

Date

**ASSIGNMENT OF LEASE BY LESSEE
WITH CONSENT OF CITY OF SAN DIEGO**

This Assignment made July 9, 2009, by Aviation Consulting International Corporation dba Aviation International, Juan Escalante, President, as assignor, to Tactical Air Operations, Inc., Alan Fink, President, as assignee.

For \$445,000.00, in the form of a promissory note, assignor assigns and transfers to assignee that lease, dated November 10th, 1998, executed by assignor as lessee, together with all right(s), title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease as described herein:

Lease between Assignor and the City of San Diego dated November 10th, 1998 for property at Brown Field Airport, San Diego, CA. including one 60' by 60' hangar and one military lease of said hangar.

Out of the \$445,000.00, \$150,000.00 is for the value of one 60' by 60' hangar located on the leasehold and the balance of \$295,000.00 is for the lease.

Assignor warrants and attests it has no sub-lease longer than month to month with the exception of the Military contract for use of a hangar.

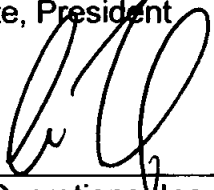
Assignor agrees to cooperate fully in novate the Navy contract for lease of a hangar to Assignee.

Assignor covenants that he is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that he has made all payments required under the terms and conditions of the lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

In accordance with the lease, this assignment shall only become valid upon the written approval of the City of San Diego.

Dated: July 9th, 2009 Assignor:  Juan Escalante Pres.
Aviation Consulting International Corporation
Juan Escalante, President

Dated: July 9th, 2009 Assignee:  _____
Tactical Air Operations, Inc.
Alan Fink, President

PROMISSORY NOTE

\$445,000.00

San Diego, California
July 9, 2009

For value received, the undersigned promises to pay Aviation International Consulting Corporation dba Aviation International or order, at such a place as Payee may direct, the principal sum of Four Hundred Ninety Five Thousand Dollars (\$445,000.00) with zero percent (0%) interest payable in four installments due and payable as follows:

First Payment	\$95,000.00	Due within 15 days of the City of San Diego's approval of the assignment of leasehold by the City of San Diego, lease number 290937 dated Nov 10, 1998.
Second Payment	\$100,000.00	Due one year after signed acceptance of assignment of leasehold by the City of San Diego, lease number 290937 dated Nov 10, 1998
Third Payment	\$100,000.00	Due two years after signed acceptance of assignment of leasehold by the City of San Diego, lease number 290937 dated Nov 10, 1998
Fourth Payment	\$150,000.00	Due three years after signed acceptance of assignment of leasehold by the City of San Diego, lease number 290937 dated Nov 10, 1998

This promissory note is for the purchase of the Aviation Consulting International Corporation leasehold on Brown Field and one hangar, 60 feet by 60 feet, Tan in color, located on the Aviation Consulting International Corporation leasehold.

If any installment payment is not received by Payee when due, then, without requirement for notice or demand, the undersigned shall immediately pay a late charge equal to 2% per month or the maximum allowed by law, whichever is greater, of such overdue amount. The undersigned acknowledges and agrees that such late charge represents a fair and reasonable estimate of the costs and expense which Payee will incur by reason of receiving a late payment on this note. Acceptance of the late charge by the Payee shall not constitute a waiver of the default with respect to such overdue amount, nor prevent the Payee from exercising any other rights and remedies to which Payee may be entitled,

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. The whole sum of principal and interest shall become immediately due at the option of the holder of this note upon the occurrence of any of the following events:

- a) A default occurs in the full payment of any installment when due;
or
- b) The undersigned sells, pledges, assigns or conveys all or substantially all of it's assets; or

Principal and Interest are payable in lawful money of the United States. If collection efforts are undertaken on this note regardless of whether suit is filed, the undersigned promises to pay the attorneys fees incurred by Payee in seeking collection.

The obligations of the undersigned for payment of this Note may not be transferred or assigned to any other individual or entity without the expressed written consent of the Payee.

Any changes or modifications to this Promissory Note will only become valid upon written acceptance by both parties.

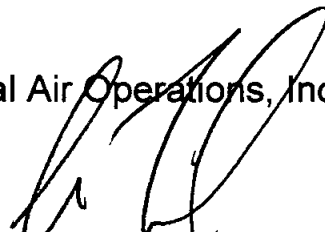
Any provision of this Note which is invalid, illegal or unenforceable, shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting the remaining provisions hereof which shall be enforceable in accordance with its terms as though such ineffective provisions had not been included in this Note. This Note shall be governed by and construed in accordance with the laws of the State of California. This note may be prepaid, in whole or in part, at any time before maturity without penalty.

The undersigned hereby waive presentment, notice, diligence, protest and demand, notice of protest, demand and dishonor and non-payment of this Note. No extension of the time for the payment of this note made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability under this Note, either in whole or in part, of the undersigned. The acceptance by the holder of this Note of a portion of any payment due shall neither cure the default caused by the failure to pay the whole amount when due nor constitute a waiver of the holders right to receive full payment when due.

Should the City of San Diego not approve the assignment of the Aviation International Consulting Corporation dba Aviation International leasehold, this promissory note shall be null and void.

Dated: July 9, 2009

Tactical Air Operations, Inc.



Alan Fink, President

Tactical Air Operations, Inc.

Supporting Documentation for the Assignment of the Aviation International Leasehold

SUMMARY

Tactical Air Operations, Inc. has agreed to purchase the leasehold of Aviation International on Brown Field.

As part of the approval process for the assignment of the leasehold, the City has requested additional information. This document is intended to provide all additional information required by the City.

Proposed Development Schedule

Within 24 months of approval of this development schedule, a minimum of 10,000 square feet of new hangars will be constructed.

10,000 SF Hangar Cost Projections

1. Hangar- R&M Steel	149,900.00
2. Concrete work	92,000.00
3. Hangar construction	55,000.00
4. Electrical- 3 phase – w/lighting	75,000.00
5. Engineering/Permits	40,000.00
6. Sealant for floor	34,000.00
7. <u>Misc</u>	<u>25,000.00</u>
TOTAL	\$470,900.00

**R & M STEEL COMPANY**

P.O. Box 580 Caldwell, Idaho 83606
 Phone: 208-454-1800 Fax: 208-454-1801

WEB SITE:
 WWW.RMSTEEL.COM
 WWW.AVIATIONBUILDINGSYSTEM.COM

STEEL BUILDING SYSTEMS

QUOTATION

Page 1 of 2 pages
 (Rev. 11/21/07)

QUOTE #: EG-090812-17 TH

08-12-09 CM

SALES CONTACT: TOM HADLEY

SOLD TO:

TACTICAL AIR OPERATIONS, INC.
 600 MARGARITA AVE.
 CORONADO

CA 92118

CONTACT:

BUZZ FINK

PHONE:

CELL: 619-517-5951

FAX:

619-682-1069

PROJECT:

HANGAR
 SAN DIEGO

CA

SPECIFICATIONS:**DESIGN CODE / LOAD:** Customer to Verify Design Code/Loads with Local Building Dept.**DIMENSIONS:**

Width: 100'
 Length: 100'
 Eave Ht: 36'
 Roof Pitch: 1:12
 Bay Space: 25'

Design Code:

CBC-07

LOADS: Live (PSF): 20

Snow: Ground: Roof P:

Collateral Load (PSF): 4

Wind Load (MPH): 85

Crane Load (TONS):

EXTENSIONS:

Width (Lean-To):

Width (Lean-To):

Gable End Left:

Gable End Right:

PANELS: Roof: Color: COLOR

Gauge: 26 PBR

Wall: Color: COLOR

Gauge: 26 PBR

Trim: Color: COLOR

Gauge: 26

Full Ht. Partition: Color:

Gauge:

FRAMES: Left End: TAPERED RIGID
 Right End: POST AND BEAM
 Frame Type: TRF
 Standard "X" Brace:

GUTTER:

Side(s):

Downspouts:

SKY LIGHTS:

Roof: 16

Wall:

INSULATION:

Roof: 4"

Wall: 4"

RIDGE VENTILATORS:**DOOR:**

(2) 3070 PREMIER DOOR

DOOR:

(1) 90' X 27' BOTTOM OPERATED ELEC. BI-FOLD DOOR W/ LIFT STRAPS, AUTO LATCH

INCLUDED: DELIVERY OF COMPLETE BUILDING KIT
 (3) SETS OF STAMPED DRAWINGS (EXTRA SETS \$)

NOTE: PRICE SUBJECT TO MILL INCREASE

Pf = 0.7 Ce Ct 1 Pg Pf = 0.7 (1.0) (1.0) (1.0) (Pg)

Anchor Bolts and Concrete Design are not included, but may be ordered.

F.O.B. TRUCK: SAN DIEGO, CA
 or Nearest Accessible Site

**PRICING EFFECTIVE FOR 30 DAYS
 FROM DATE OF QUOTE**

Payment to be made as follows:

- 1) 20% DOWN IN THE AMOUNT OF **\$29,980.00**
- 2) 50% DOWN AFTER DWGS RECVD IN THE AMOUNT OF **\$74,950.00**
- 3) BALANCE DUE BY CASHIER'S CHECK UPON DELIVERY.

We propose hereby to furnish material
 in accordance with above specifications for the
 sum of: **\$149,900.00**

(CUSTOMER RESPONSIBLE FOR ALL FEDERAL, STATE
 AND LOCAL TAXES, PERMITS AND FEES.)

Idaho Sales Tax:

ACCEPTANCE FORM (PAGE 2) WILL BE FOUND ON THE
 REVERSE SIDE OF YOUR MAILED QUOTATION

TOTAL: \$149,900.00



1322 Fieldbrook St.
Chula Vista CA. 91913

LIC. #846600
Tel/Fax. 619-397-3770

Proposal

Proposal Submitted To: Buzz Fink
Date: 8/22/09

Phone. 619-216-8416
Fax: 619-517-5951

Name: Tactical Air Operations Inc.

Street: 13531 Otay Lakes Road
City: Jamul
State: CA 91935

I hereby submit specifications and estimate for:
Concrete Foundation for metal building (10,000 sq ft)

The breakdown is as follows:

Scope of Work

- I will grade & set form
- I will dig 10 4'x4'x4' footing for anchor bolts.
- Metal building company need to supply hardware templates.
- I will supply concrete (psi 2500)
- I will supply the labor
- I will install # 5 rebar 18" on center both ways.
- Foundation will be 6 inches thick.
- I will saw cut slab the next day.
- Owner will have to install all BMT in place.
- Owner will have to have a wash out pit.

Sub-Total: \$ 92,000.00

Tax:

Job Total: \$ 92,000.00

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of **ninety-two thousand dollars. \$92,000.00** with payment to be made as Follows:

There will be **twenty thousand dollar deposit** and rest will be paid as each phase of the job is done.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control.

This proposal subject to acceptance within **30** days and is void thereafter at the option of the undersigned.

Authorized Signature _____

The above prices, specifications and conditions are hereby accepted You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED _____ SIGNATURE _____ DATE _____

U.S. Department of Transportation
Federal Aviation Administration

Failure To Provide All Requested Information May Delay Processing of Your Notice

Notice of Proposed Construction or Alteration

FOR FAA USE ONLY

APPROVED STUDY, ETC.

1. Sponsor (person, company, etc. proposing this action)

Attn. of: Alan "Buzz" Fink

Name: Tactical Air Operations, Inc.

Address: 860 Country Club Lane

City: Coronado State: CA Zip: 92118

Telephone: (619) 517-5951 Fax: (619) 682-1069

2. Sponsor's Representative (if other than #1)

Attn. of: Andy Torres

Name: Kimley-Horn and Associates

Address: 401 B Street, Suite 600

City: San Diego State: CA Zip: 92101

Telephone: (619) 234-9411 Fax: (619) 234-9433

3. Notice of ☒ New Construction ☐ Alteration ☐ Existing4. Duration: ☒ Permanent ☐ Temporary (___ months, ___ days)

5. Work Schedule: Beginning June 2010 End Dec 2010

6. Type ☐ Antenna Tower ☐ Crane ☒ Building ☐ Power Line
☐ Landfill ☐ Water Tank ☐ Other

7. Marking/Painting and/or Lighting Preferred:

- ☐ Red Lights and Paint ☐ Dual - Red and Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red and high Intensity White
☐ White - High Intensity ☐ Other

8. FCC Antenna Structure Registration Number (if applicable)

9. Latitude: 32 ° 34 ' 15 " 814 "

10. Longitude: 116 ° 59 ' 25 " 474 "

11. Datum: ☒ NAD 83 ☐ NAD 27 ☐ Other

12. Nearest: City San Diego State CA

13. Nearest Public-use (not private-use) or Military Airport or Heliport.
Brown Field Municipal Airport

14. Distance from #13. to Structure 1000' or less

15. Direction from #13. to Structure 1000' or less

16. Site Elevation (AMSL) 518 ft

17. Total Structure Height (AGL): 31 ft

18. Overall Height (#16 + #17) (AMSL): 549 ft

19. Previous FAA Aeronautical Study Number (if applicable):

N/A -OE

20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey)

Proposed hangar is physically located at Brown Field Municipal Airport

21. Complete Description of Proposal

Construction of one (1) 10,000 sf hangar with a 31' eave height, on Brown Field Airport.

Frequency/Power (kW)

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301(a).

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.

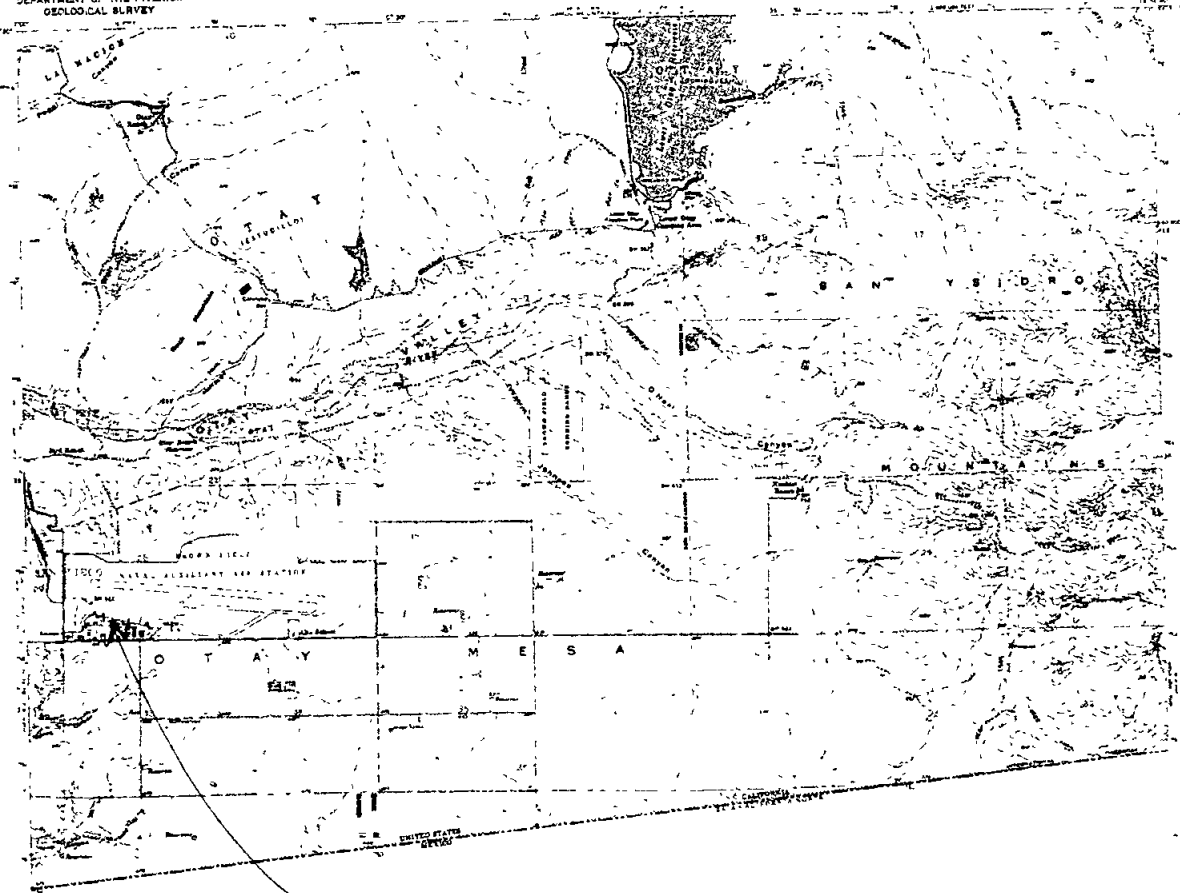
Date

Typed or Printed Name and Title of Person Filing Notice

Signature

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OTAY MESA QUADRANGLE
CALIFORNIA-SAN DIEGO CO
7.5 MINUTE 30' x 30' (TOPOGRAPHIC)
1:50,000



APPROXIMATE
CONSTRUCTION
LOCATION

Map of Otay Mesa and San Diego in the San Diego Survey
Section 1, 1953 and 1954
Map of Otay Mesa and San Diego in the San Diego Survey
Section 1, 1953 and 1954
Map of Otay Mesa and San Diego in the San Diego Survey
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Map of Otay Mesa and San Diego in the San Diego Survey
Section 1, 1953 and 1954

INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency or a change to the height. The nature of the alteration shall be included in **ITEM #21** Complete Description of Proposal

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in **ITEM #21** Complete Description of Proposal

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enter the estimated length of time the temporary structure will be up

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed

ITEM #6 Please indicate the type of structure DO NOT LEAVE BLANK.

ITEM #7 In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" DO NOT LEAVE BLANK **NOTE:** High Intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held GPS instrument is **NOT** acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under **ITEM #20**

ITEM #11 NAD 83 is preferred, however latitude and longitude may be submitted in NAD 27. Also in some geographic areas where NAD 27 and NAD 83 are not available other datums may be used. It is important to know which datum is used DO NOT LEAVE BLANK.

ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17' 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under **ITEM #20**.

ITEM #17 Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of **ITEM #16** + **ITEM #17**.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20 Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11 non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-800-435-7627 or via internet at <http://mapping.usgs.gov>. If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet

ITEM #21

- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available)
- For microwave, include azimuth relative to true north
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction)
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials
- For alterations, explain the alteration thoroughly
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.)

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation and zoning authorities.

Paperwork Reduction Work Act Statement: This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory for anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2120-0001. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at 800 Independence Ave., SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20.

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§77.13 Construction or alteration requiring notice.

(a) Except as provided in §77.15, each sponsor who proposes any of the following construction or alteration shall notify the Administrator in the form and manner prescribed in §77.17

(1) Any construction or alteration of more than 200 feet in height above the ground level at its site

(2) Any construction or alteration of greater height than imaginary surface extending outward and upward at one of the following slopes

(i) 1 00 to 1 for horizontal distance of 20,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a)(5) or this section with at least one runway more than 3,200 feet in actual length, excluding heliports

(ii) 50 to 1 for horizontal distance of 10,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a)(5) of this section with its longest runway no more than 3,200 feet in actual length, excluding heliports

(iii) 25 to 1 for a horizontal distance of 5,000 feet from the nearest point of the nearest landing and takeoff area of each heliport specified in paragraph (a)(5) of this section

(3) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 16 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a)(1) or (2) of this section

(4) When requested by the FAA, any construction or alteration that would be in an instrument approach area (defined in the FAA standards governing instrument approach procedures) and available information indicates it might exceed a standard of Subpart C of this part

(5) Any construction or alteration on any of the following airports (including heliports)

(i) An airport that is available for public use and is listed in the Airport Directory of the current Airman's Information Manual or in either the Alaska or Pacific Airman's Guide and Chart Supplement

(ii) An airport under construction, that is the subject of a notice or proposal on file with the Federal Aviation Administration, and except for military airports, it is clearly indicated that airport will be available for public use

(iii) An airport that is operated by an armed force of the United States

(b) Each sponsor who proposes construction or alteration that is the subject of a notice under paragraph (a) of this section and is advised by an FAA regional office that a supplemental notice is required shall submit that notice on a prescribed form to be received by the FAA regional office at least 48 hours before the start of construction or alteration

(c) Each sponsor who undertakes construction or alteration that is the subject of a notice under paragraph (a) of this section shall, within 5 days after that construction or alteration reaches its greatest height, submit a supplemental notice on a prescribed form to the FAA regional office having jurisdiction over the region involved, if -

(1) The construction or alteration is more than 200 feet above the surface level of its site, or

(2) An FAA regional office advises him that submission of the form is required

§77.15 Construction or alteration not requiring notice.

No person is required to notify the Administrator for any of the following construction or alteration

(a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation

(b) Any antenna structure of 20 feet or less in height except one that would increase the height of another antenna structure

(c) Any air navigation facility, airport visual approach or landing air, aircraft arresting device, or meteorological device, of a type approved by the Administrator, or an appropriate military service on military airports, the location and height of which is fixed by its functional purpose

(d) Any construction or alteration for which notice is required by any other FAA regulation

§77.17 Form and time of notice

(a) Each person who is required to notify the Administrator under §77.13 (a) shall send one executed form set of FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area within which the construction or alteration will be located. Copies of FAA Form 7460-1 may be obtained from the headquarters of the Federal Aviation Administration and the regional offices

(b) The notice required under §77.13 (a)(1) through (4) must be submitted at least 30 days before the earlier of the following dates -

(1) The date the proposed construction or alteration is to begin

(2) The date an application for a construction permit is to be filed

However, a notice relating to proposed construction or alteration that is subject to the licensing requirements of the Federal Communications Act may be sent to the FAA at the same time the application for construction is filed with the Federal Communications Commission, or at any time before that filing

(c) A proposed structure or an alteration to an existing structure that exceeds 2,000 feet in height above the ground will be presumed to be a hazard to air navigation and to result in an inefficient utilization of airspace and the applicant has the burden of overcoming that presumption. Each notice submitted under the pertinent provisions of this part 77 proposing a structure in excess of 2,000 feet above ground, or an alteration that will make an existing structure exceed that height, must contain a detailed showing, directed to meeting this burden. Only in exceptional cases, where the FAA concludes that a clear and compelling showing has been made that it would not result in an inefficient utilization of the airspace and would not result in a hazard to air navigation, will a determination of no hazard be issued

(d) In the case of an emergency involving essential public services, public health, or public safety that required immediate construction or alteration, the 30 day requirement in paragraph (b) of this section does not apply and the notice may be sent by telephone, telegraph, or other expeditious means, with an executed FAA Form 7460-1 submitted within five (5) days thereafter. Outside normal business hours, emergency notices by telephone or telegraph may be submitted to the nearest FAA Flight Service Station

(e) Each person who is required to notify the Administrator by paragraph (b) or (c) of §77.13, or both shall send an executed copy of FAA Form 7460-2, Notice of Actual Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area involved

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office Obstruction Evaluation Service, AJR-322
2601 Meachum Boulevard
Fort Worth, TX 76193
Fax: 817-838-1991
Phone: 817-838-1990

Website: <https://oaaaa.faa.gov>

MISCELLANEOUS INFORMATION

Hangar Manufacturer:

R&M Steel

Site Design and permitting:

Kimley-Horn and Associates

Builder:

Owner Builder. Note that the President of Tactical Air Operations, Inc., Alan Fink, was responsible for the successful construction of two 12,000 sf hangars located on Brown Field.

Assignees Guarantee:

Alan Fink will provide a two year personal guarantee.