

FOURTH ADDENDUM TO LEASE AGREEMENT
AIRFILM

This Fourth Addendum, to the Fixed Base Operator (FBO) Lease Agreement (“Lease Agreement”) entered into on October 24, 1989 and Assigned in or about July of 1999 (“Assignment”), by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called COUNTY, and Scott P. Herring, d.b.a., AirFilm Camera Systems, a CALIFORNIA LLC, hereinafter called LESSEE, entered into this _____ of _____, 2009.

WHEREAS, the parties entered into a FBO Lease Agreement for the use of the premises at the Georgetown Airport (AIRPORT) for the purpose of operating as a FBO; and

WHEREAS, LESSEE desires to rent the County Hangar CH 01 for the remaining term of the FBO Lease, the location of which is shown on Exhibit E, which is attached hereto and incorporated herein by reference, and LESSEE desires to add to and amend the terms of the Lease Agreement as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 2, LEASED PREMISES, add a second paragraph to the Lease Agreement to read as follows:

COUNTY hereby grants to LESSEE permission to conduct those commercial aeronautical activities described in the Assignment at said AIRPORT in County Hangar CH 01 for the operation of a FBO, depicted on Exhibit E (herein after referred to as the leased premises), which is attached hereto and incorporated herein by reference. LESSEE recognizes that electrical and communication equipment for the AIRPORT operation is in said hangar and LESSEE shall allow COUNTY access at any time to equipment for installation, maintenance, and repair.

2. Section 4, CONSIDERATION, add line (5) to paragraph b to the Lease Agreement to read as follows:

(5) The consideration for use of the County Hangar CH 01 shall be Five Hundred Twenty Five Dollars (\$525.00) per month.

3. In all other respects the terms and conditions of the Lease Agreement and Assignment shall remain in full force and effect.

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IN WITNESS WHEREOF, this Fourth Addendum to the Lease Agreement has been executed by the parties hereto upon the date first written above and shall be deemed to be the effective date of this Addendum.

LESSEE:

AIRFILM;
a California LLC

Date: May 16 09

By: 
Scott P. Herring
AIRFILM

COUNTY OF EL DORADO:

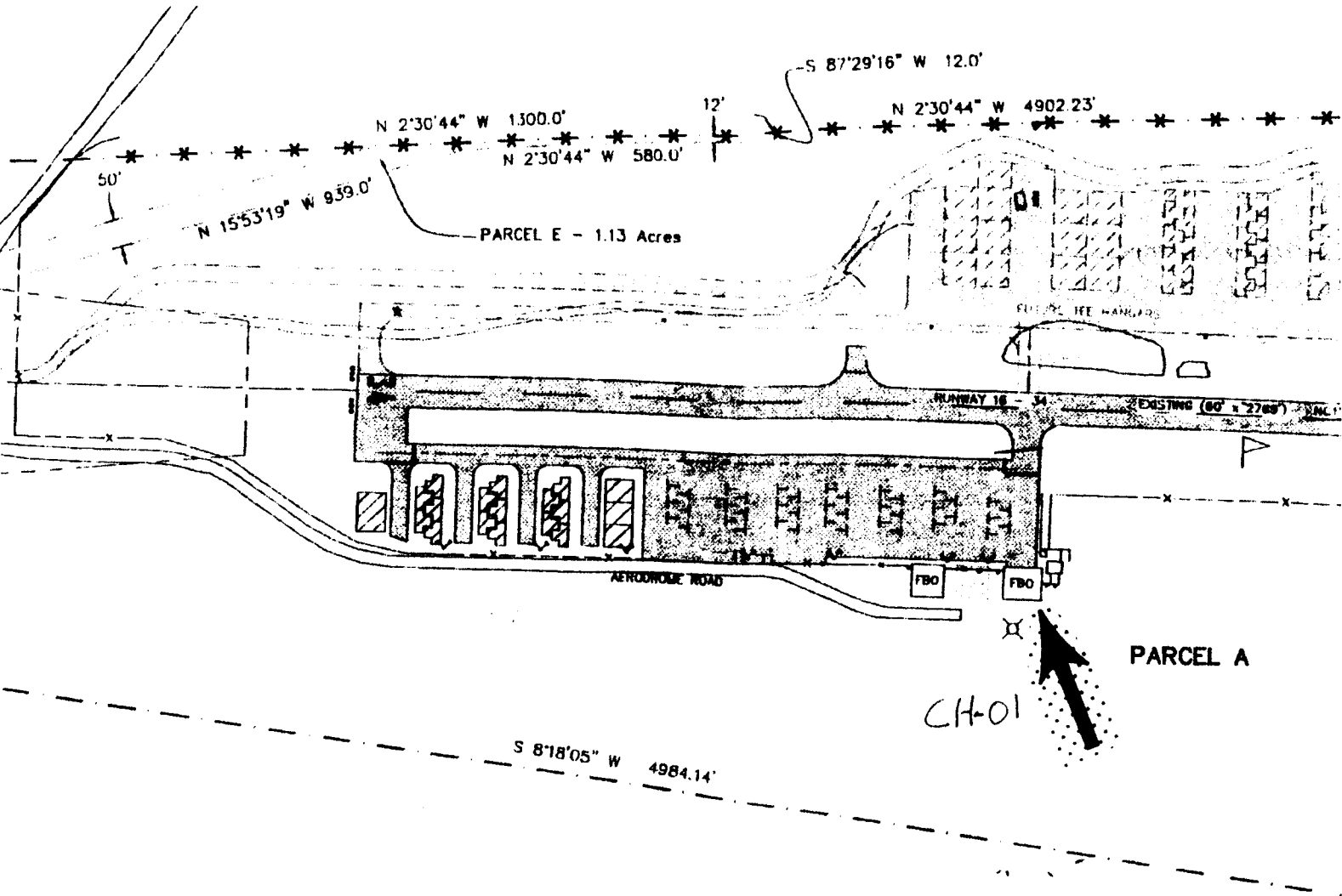
Date: _____

By: _____
Ron Briggs, Chairman of the Board
Board of Supervisors

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

GEORGETOWN AIRPORT EXHIBIT E



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID C1
AIRFI-1

DATE (MM/DD/YYYY)
05/21/09

PRODUCER
ISU Insurance Services
Atwood Agency
P.O. Box 406
Georgetown CA 95634
Phone: 530-333-4362 Fax: 530-333-9524

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Airfilm Camera Systems, LLC
Scott P. Herring
4682 Garden Place
Yorba Linda CA 92886

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|--------------------------------|--------|
| INSURER A: | The Hartford | 00914 |
| INSURER B: | Tower Select Insurance Company | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 57SBABZ8198 | 05/05/09 | 05/05/10 | EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ Excluded |
| A | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | 57SBA BZ 8198 | 05/05/09 | 05/05/10 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | TSIWD70811576 | 05/11/09 | 05/11/10 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | | OTHER | 57SBABZ8198 | 05/05/09 | 05/05/10 | BPP 230,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 LOCATION: # 2 GEORGETOWN AIRPORT, GEORGETOWN, CA. 95634
 and Hangar CH-01 located at: 6245 Aerodrome Way, Georgetown, Ca. 95634

CERTIFICATE HOLDER

EL DORADO COUNTY, ITS OFFICERS AND EMPLOYEES, PLACERVILLE AVIATION
 P O BOX 85
 PLACERVILLE CA 95667

ELDORPV

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Scott M. Conroy

C. L. RAFFETY, C.P.A.
TREASURER AND TAX COLLECTOR
360 FAIR LANE
PLACERVILLE, CALIF. 95667-4187
(530) 621-5800 Placerville
(530) 573-3011 South Lake Tahoe

County of El Dorado
BUSINESS LICENSE

Business
License No. 2005-036353

ORDINANCE 3515

| INDIVIDUAL | PARTNERSHIP | CORPORATION |
|------------|-------------|-------------|
| | | XXX |

Business Name AIRFILM CAMERA SYSTEMS LLC

Mailing Address PO BOX 1352

City GEORGETOWN CA 95634 Phone (530) 333-0193

Type of Business MANUFACTURING COMPANIES; REPRESENTATIVE

Business Street Location 6245 AERODROME WY HGR2, GEOTN 95634

Business Owners (Attach list of additional owners, partners or corporate officers)
HERRING, SCOTT

Contractor's License Number

Signature of Owner

Date

The person, partnership or corporation above named is hereby granted a license to engage in, carry on or conduct in the unincorporated area of the County of El Dorado, California the business, trade, calling, profession, exhibition or occupation described above for the period indicated. Granting of this license does not entitle the licensee to operate or maintain a business in violation of any other law or ordinance.

POST IN A CONSPICUOUS PLACE

| APPLICATION DATE | EXPIRATION DATE | FEE PAID |
|------------------|-----------------|----------|
| 04-03-2006 | 04-01-2010 | \$32.00 |

NOTE: No business license issued for any itinerant business shall be valid unless accompanied by an El Dorado County Itinerant Business Permit issued by the Sheriff of El Dorado County.

By C. L. RAFFETY
TAX COLLECTOR

SHOP EL DORADO COUNTY FIRST

ORIGINAL