



**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
February 22, 2024**

**Administration Building
Airport Boardroom
6:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Moreno, Adams, Brown, Clayton, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD FEBRUARY 8, 2024**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)
 - d) CITY & COUNTY LIAISON
 - e) STATE & FEDERAL LIAISON
 - f) VANDENBERG LIAISON
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register
 - b) Budget to Actual
 - c) Financial Statements
 - d) Delinquent Tenant List

5. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
6. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO CONSENT TO THE TRANSFER OF THE HANGAR LOCATED AT 2989-C AIRPARK DRIVE TO 6 CHICKS AVIATION, LLC.**
7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A LAND LEASE BETWEEN THE DISTRICT AND NEWLIFE BATH & KITCHEN.**
8. **The Consent Calendar is approved by ROLL CALL VOTE on one Motion. These items are read only on request of Board members.**

The following items are presented for Board approval without discussion as a single agenda item in order to expedite the meeting. SHOULD ANYONE WISH TO DISCUSS OR DISAPPROVE ANY ITEM, it must be dropped from the blanket Motion of approval and be considered as a separate item.

It is the recommendation of staff that the Board receives, and file and/or approve the following leases and agreements or other routine items and authorize the President and Secretary to execute them:

- a) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE ADDENDUM TO GROUND LEASE BETWEEN THE DISTRICT AND CENTRAL COAST JET CENTER FOR THE LEASE KNOWN AS THE CENTRAL COAST JET CENTER.**
 - b) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE COLLATERAL ASSIGNMENT OF LEASE BETWEEN THE DISTRICT AND THE CENTRAL COAST JET CENTER FOR THE LEASE KNOWN AS THE CENTRAL COAST JET CENTER.**
 - c) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE ADDENDUM TO GROUND LEASE BETWEEN THE DISTRICT AND CENTRAL COAST JET CENTER FOR THE LEASE KNOWN AS THE USFS AIR TANKER BASE.**
 - d) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE COLLATERAL ASSIGNMENT OF LEASE BETWEEN THE DISTRICT AND THE CENTRAL COAST JET CENTER FOR THE LEASE KNOWN AS THE USFS AIR TANKER BASE.**
 - e) **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE COLLATERAL ASSIGNMENT OF LEASE BETWEEN THE DISTRICT AND THE CENTRAL COAST JET CENTER FOR THE LEASE KNOWN AS THE SELF-SERVE FUEL FACILITY.**
9. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Conference with Legal Counsel-Anticipated Litigation (Paragraph (2) or (3) of Subdivision (d) of Gov. Code Section 54956.9) Significant exposure to litigation: (Two cases).**
 10. **DIRECTORS' COMMENTS.**
 11. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD FEBRUARY 8, 2024

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Moreno, Adams, Brown, Clayton, and Baskett, General Manager, Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung.

1. MINUTES OF THE REGULAR MEETING HELD January 25, 2024. Director Baskett made a Motion to approve the minutes of the regular meeting held January 25, 2024. Director Clayton Seconded and it was carried by a 5-0 vote.
2. MINUTES OF THE SPECIAL MEETING HELD February 1, 2024. Director Adams made a Motion to approve the minutes of the special meeting held February 1, 2024. Director Brown Seconded and it was carried by a 5-0 vote.
3. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met three times to discuss various leases.
4. GENERAL MANAGER'S REPORT. Mr. Pehl updated the Board on the United States Air Force exercise that took place a few weeks ago. He updated them on various meetings he attended which include, the EDC, AirFest committee, State of Education, and the Wildlife Hazard working group. He provided information on a tour that was given to the Santa Maria Valley Leadership class and notified the Board that Hertz has provided their lease termination notice.
5. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 072364 through 072385 in the amount of \$212,498.28, was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Clayton Seconded and it was carried by a 5-0 vote.

6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a three-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

7. Presentation by Christopher Brown, C.J. Brown & Company CPA's, regarding the 2022 and 2023 Financial Audits. These reports were received and filed.

RECESS: At 6:38 p.m.

Return to OPEN SESSION: At 6:43 p.m. The Board and staff reconvened to Open Session.

8. CLOSED SESSION. At 6:43 p.m. the Board went into Closed Session to discuss the following item(s):

- a) Conference with Legal Counsel-Anticipated Litigation (Paragraph (2) or (3) of subdivision (d) of Gov. Code Section 54956.9) Significant exposure to litigation: (Two cases).

At 7:10 pm., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

9. DIRECTORS' COMMENTS: Directors Moreno and Adams had no comment.

Director Baskett requested more cameras for the parking lot. He would like to see work get done on the Main Hangar. He would like the non-airworthy fee to be revoked. He asked for updates on the micro-grid and drones. He asked Mr. Widroe to provide written reports.

Director Clayton thinks the District is headed in the right direction.

Director Brown reminded Director Baskett the Board voted 4-1 for the Non-Airworthy Policy.

10. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on February 22, 2024, at 6:00 p.m. at the regular meeting place. Director Brown made that Motion, Director Adams Seconded and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:15 p.m. on February 8, 2024.

Ignacio Moreno, President

Steve Brown, Secretary

2023-2024

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 072386 to 072472 and electronic payments on Pacific Premier Bank and in the total amount of \$693,691.62.

MARTIN PEHL
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 072386 to 072472 and electronic payments on Pacific Premier Bank in the total amount of \$693,691.62 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF FEBRUARY 22, 2024.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72386	2/6/2024	Adams, Chuck	\$600.00	Director's Fees
* 72387	2/6/2024	Adamski Moroski	\$3,677.50	Legal Counsel Services
* 72388	2/6/2024	Airflow Filter Service, Inc.	\$485.16	Vehicle Maintenance
* 72389	2/6/2024	American Assn of Airport Exec	\$495.00	Digicast - 4/1/24 - 6/30/24
* 72390	2/6/2024	American Industrial Supply	\$70.63	Shop Supplies
* 72391	2/6/2024	AT&T	\$132.11	Telephone Service
* 72392	2/6/2024	Baskett, David	\$300.00	Director's Fees
* 72393	2/6/2024	Bomar Security & Investigation	\$4,987.50	Security Service
* 72394	2/6/2024	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 72395	2/6/2024	Brown, Steve	\$500.00	Director's Fees
* 72396	2/6/2024	Brown, Steve - Reimbursements	\$242.54	SWAAAE 2024 Reimb. - Mileage
* 72397	2/6/2024	Cal. Society of Municipal Finance Officers	\$135.00	2024 CSMFO Membership Renewal
* 72398	2/6/2024	CNH Industrial Accounts	\$1,850.36	Vehicle Maintenance
* 72399	2/6/2024	Coast Networx	\$210.00	Computer Support Services
* 72400	2/6/2024	Comcast	\$1,344.60	Cable/Internet/Digital Voice
* 72401	2/6/2024	Consolidated Electrical Distributors, Inc.	\$2,385.75	Hangar Maintenance
* 72402	2/6/2024	Digital West	\$950.65	Network Services - Terminal
* 72403	2/6/2024	Fenton, Kerry	\$728.19	Conference- Travel Reimbursement
* 72404	2/6/2024	Frontier Communications	\$1,064.78	Telephone Service
* 72405	2/6/2024	Grainger	\$837.29	Vehicle/Terminal Maintenance
* 72406	2/6/2024	Granite Construction	\$170,221.43	Taxiway Rehabilitation
* 72407	2/6/2024	Groveman Hiete LLP	\$18,392.00	Legal Counsel Services
* 72408	2/6/2024	Gsolutionz, Inc.	\$112.95	GPS Cloud Svcs - Phones- March 2024
* 72409	2/6/2024	Hamon Overhead Door Company Inc.	\$177.00	Shop Supplies
* 72410	2/6/2024	Hayward Lumber Company	\$48.08	FBO Maintenance
* 72411	2/6/2024	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 72412	2/6/2024	Interstate Batteries	\$169.60	Vehicle Maintenance
* 72413	2/6/2024	J B Dewar, Inc	\$979.22	Unleaded/Diesel Fuel
* 72414	2/6/2024	MarTeeny Designs	\$275.00	Website Maintenance
* 72415	2/6/2024	Mission Linen Service	\$280.84	Uniform Service
* 72416	2/6/2024	Moreno, Ignacio	\$500.00	Director's Fees
* 72417	2/6/2024	Oberon3, Inc	\$50.00	Terminal Maintenance
* 72418	2/6/2024	Outdoor Supply Hardware	\$533.04	Vehicle Maintenance/Shop Supplies
* 72419	2/6/2024	Pathpoint	\$1,552.00	Airport Maintenance Svc - Window Cleaning
* 72420	2/6/2024	Pehl, Martin	\$238.52	SWAAAE - Travel Reimbursement
* 72421	2/6/2024	Quinn Company	\$2,490.32	Weed/Wildlife Maintenance
* 72422	2/6/2024	Reade, Veroneka	\$281.40	Travel Reimbursement - Mileage
* 72423	2/6/2024	Roux Associates, Inc.	\$3,128.06	Consulting Services
* 72424	2/6/2024	Safety-Kleen	\$280.82	Shop Supplies
* 72425	2/6/2024	Santa Barbara Cnty Special District Assoc.	\$300.00	SBCSDA Member Fees - County of SB

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72426	2/6/2024	Santa Maria Valley Crop Service	\$7,584.80	Weed/Wildlife Maintenance
* 72427	2/6/2024	Santa Maria Valley Historical Society	\$100.00	Patriot Membership - 2024
* 72428	2/6/2024	SCS Engineers	\$142,707.65	PFAS Assessment Workplan - Dec 2023
* 72429	2/6/2024	Service Star	\$12,061.91	Janitorial Service
* 72430	2/6/2024	Special District Risk Management Authority	\$3,684.66	Liability Insurance/Worker's Comp
* 72431	2/6/2024	Tartaglia Engineering	\$17,219.50	Taxiway Rehabilitation
* 72432	2/6/2024	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 72433	2/6/2024	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Maintenance
* 72434	2/6/2024	U.S. Bank Equipment Finance	\$544.96	RICOH Printer Lease
* 72435	2/6/2024	Ultrex Business Solutions	\$15.93	Equipment Lease - Usage Charge
* 72436	2/6/2024	Verizon Wireless	\$1,101.53	Mobile Devices
* 72437	2/6/2024	VTC Enterprises	\$84.00	Trash - Paper Recycling
* 72438	2/15/2024	Advantage Answering Plus	\$395.16	Answering Service
* 72439	2/15/2024	All American Drilling, Inc.	\$5,104.28	Drainage Maintenance
* 72440	2/15/2024	AT&T	\$46.73	Telephone Service
* 72441	2/15/2024	B&B Steel & Supply of SM	\$244.69	Hangar Maintenance
* 72442	2/15/2024	Bedford Enterprises, Inc.	\$264.19	Hangar Maintenance
* 72443	2/15/2024	Boyer's Diesel	\$517.50	Vehicle Maintenance
* 72444	2/15/2024	C.J. Brown & Company, CPAs	\$8,420.00	Annual Audit
* 72445	2/15/2024	David K. Wolff Environmental, LLC	\$1,595.00	Environmental Consulting
* 72446	2/15/2024	Fence Factory	\$156.55	Signs
* 72447	2/15/2024	Gibbs International Truck Centers	\$170.83	Vehicle Maintenance
* 72448	2/15/2024	Grainger	\$87.14	Vehicle Maintenance
* 72449	2/15/2024	Granite Construction	\$26,655.51	Taxiway Rehabilitation
* 72450	2/15/2024	Hayward Lumber Company	\$164.51	Hangar Maintenance
* 72451	2/15/2024	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 72452	2/15/2024	Johnson, Dale	\$167.00	Tenant Refund
* 72453	2/15/2024	Keylock Security Specialists	\$1,203.52	Gates / Terminal Maintenance
* 72454	2/15/2024	Los Padres Fire Protection	\$697.55	Vehicle Maintenance
* 72455	2/15/2024	McMaster-Carr	\$236.73	Signs
* 72456	2/15/2024	Mead & Hunt, Inc.	\$8,217.37	Airport Consulting Service
* 72457	2/15/2024	Mission Linen Service	\$280.84	Uniform Service
* 72458	2/15/2024	Napa Auto Parts	\$61.95	Vehicle Maintenance
* 72459	2/15/2024	National Business Aviation Assoc., Inc.	\$460.00	Membership Dues
* 72460	2/15/2024	Pacific Telemanagement Services	\$343.00	Pay Phone Svcs - Terminal
* 72461	2/15/2024	Quinn Company	\$281.25	Vehicle/Wildlife Maintenance
* 72462	2/15/2024	Reade, Veroneka	\$259.96	Travel Reimbursement
* 72463	2/15/2024	Roux Associates, Inc.	\$1,364.22	Consulting Services
* 72464	2/15/2024	RRM Design Group	\$420.00	SMX Open Space Parcel Rezoning

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 72465	2/15/2024	San Luis Powerhouse	\$1,035.00	Generators - Quarterly Inspection
* 72466	2/15/2024	Service Star	\$13,096.81	Janitorial Service
* 72467	2/15/2024	Smith's Alarms & Electronics Inc.	\$630.00	Fire Alarm Service
* 72468	2/15/2024	Sousa Tire Service, LLC	\$19,194.63	Vehicle Maintenance
* 72469	2/15/2024	State Water Resources Control Board	\$926.43	Site Cleanup Program 10/1 - 12/31/23
* 72470	2/15/2024	Tartaglia Engineering	\$71,574.50	Taxiway Rehab/Emerg. Pavement Repair
* 72471	2/15/2024	The Teal Journey Ovarian Cancer Foundation	\$500.00	Airport Advertising
* 72472	2/15/2024	Tri-Counties Plant Service	\$275.00	Interior Plan Service - Terminal
		Subtotal	<u>\$598,465.33</u>	
ACH	2/7/2024	PG&E	\$26,122.32	Terminal/Admin/Hangar Electricity
ACH	2/7/2024	Clark Pest Control	\$3,240.75	Weed/Wildlife Abatement
ACH	2/12/2024	CalPers	\$15,630.81	Employee Health Insurance
ACH	2/13/2024	De Lage Landen	\$83.74	Copier Lease
ACH	2/13/2024	Pacific Premier Bank	\$135.84	Analysis Activity
ACH	2/13/2024	PG&E	\$1,755.38	Terminal/Admin/Hangar Electricity
ACH	2/13/2024	The Gas Company	\$1,591.60	Utilities - Gas
ACH	2/13/2024	CalPers	\$4,435.40	Employee Retirement
ACH	2/13/2024	Quadient	\$200.00	Postage
ACH	2/14/2024	Amazon Capital Services	\$304.06	Office Supplies
ACH	2/15/2024	Paychex	\$26,693.06	Payroll
ACH	2/15/2024	Paychex	\$7,409.23	Payroll Taxes
ACH	2/15/2024	Empower Retirement	\$5,237.84	Employee Paid Retirement
ACH	2/15/2024	HR Your Way	\$2,191.17	Recruitment Fees
ACH	2/16/2024	Paychex	\$195.09	Paychex Invoice
		Subtotal	<u>\$95,226.29</u>	
		Total	<u><u>\$693,691.62</u></u>	

Santa Maria Public Airport District

Budget vs. Actual - YTD

As of January 31, 2024

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	13,638.73	52,500.00	(38,861.27)	(74.0 %)
61100-Tiedowns	15,764.00	16,783.65	(1,019.65)	(6.1 %)
61200-Fuel Flowage Fees	52,448.82	66,153.50	(13,704.68)	(20.7 %)
62000-T-Hangar	269,665.00	256,605.40	13,059.60	5.1 %
62100-Corporate Hangar	183,901.00	174,266.75	9,634.25	5.5 %
62200-Owner Build Hangar	11,543.00	11,543.00	0.00	.0 %
63000-T-Hangar Storage	19,740.00	20,790.00	(1,050.00)	(5.1 %)
64100-Main Hangar	79,100.00	77,990.50	1,109.50	1.4 %
64200-Commercial Aviation	247,636.06	245,140.60	2,495.46	1.0 %
64300-Land Lease - Commercial Aviation	57,477.00	80,810.35	(23,333.35)	(28.9 %)
65000-Car Rental	120,343.29	111,115.10	9,228.19	8.3 %
65100-Terminal Space Lease	95,828.30	100,935.90	(5,107.60)	(5.1 %)
66100-Agricultural Lease	659,446.16	663,718.40	(4,272.24)	(.6 %)
66200-Non Aviation Land Leases	255,920.37	243,216.75	12,703.62	5.2 %
66300-Cell Tower Lease	35,350.00	35,350.00	0.00	.0 %
66400-Mobile Home Parks	292,692.10	313,280.35	(20,588.25)	(6.6 %)
67000-Administrative Income	28,084.63	11,666.65	16,417.98	140.7 %
67210-Leo Reimbursement	3,420.00	7,525.00	(4,105.00)	(54.6 %)
69100-Interest and Investment Earnings	188,545.57	70,000.00	118,545.57	169.4 %
69110-AIP Reimbursement	6,550,374.00	4,091,850.00	2,458,524.00	60.1 %
69120-PFC Revenue	29,841.38	37,916.65	(8,075.27)	(21.3 %)
69200-Tax Revenues	1,253,928.02	1,195,906.25	58,021.77	4.9 %
Total Income	10,464,687.43	7,885,064.80	2,579,622.63	32.7 %
80000-G&A	7,753.34	9,429.60	(1,676.26)	(17.8 %)
80001-MHP - Maintenance	8,590.29	17,917.10	(9,326.81)	(52.1 %)
80002-MHP - MHP Liability Insurance	5,218.58	8,714.40	(3,495.82)	(40.1 %)
80003-MHP - Property Management	14,100.00	16,450.00	(2,350.00)	(14.3 %)
80004-MHP - Salaries/ Employee Related Expenses	60,261.30	72,738.15	(12,476.85)	(17.2 %)
80005-MHP - Utilities	106,085.46	129,946.25	(23,860.79)	(18.4 %)
80100-Salaries- Administration	265,195.50	298,422.85	(33,227.35)	(11.1 %)
80101-Salaries - Maintenance & Operations	268,608.77	297,386.85	(28,778.08)	(9.7 %)
80102-Employee Benefits - Other	32,636.17	33,371.35	(735.18)	(2.2 %)
80104-Employee Benefits - Medical	143,883.20	154,680.15	(10,796.95)	(7.0 %)
80105-Medicare Tax	9,275.52	8,639.15	636.37	7.4 %
80106-PERS Retirement	166,145.73	187,252.90	(21,107.17)	(11.3 %)
81000-ARFF Services	450,498.10	525,000.00	(74,501.90)	(14.2 %)
81100-Electricity	130,283.87	116,114.25	14,169.62	12.2 %
81200-Natural Gas	4,215.11	9,550.95	(5,335.84)	(55.9 %)
81300-Water	63,190.24	56,861.60	6,328.64	11.1 %
81600-Communications	11,196.95	10,864.00	332.95	3.1 %
81601-Communications - Alarm	8,624.99	8,086.79	538.20	6.7 %
81602-Communications - Wireless	10,264.59	10,280.65	(16.06)	(.2 %)
81603-Communications - Access Control	749.93	2,118.65	(1,368.72)	(64.6 %)
82400-Supplies Office	19,115.50	45,850.05	(26,734.55)	(58.3 %)
82410-Supplies Shop	35,440.18	20,683.25	14,756.93	71.3 %
82500-Fuel Expense	24,384.86	27,385.15	(3,000.29)	(11.0 %)
83000-Maintenance - Misc	16,422.22	6,817.45	9,604.77	140.9 %
83001-Maintenance - Lighting	4,928.72	13,216.55	(8,287.83)	(62.7 %)
83002-Maintenance - Generator	4,108.20	5,314.15	(1,205.95)	(22.7 %)
83003-Maintenance - Pavement	9,131.40	18,667.85	(9,536.45)	(51.1 %)
83004-Maintenance - Weed/Wildlife	34,306.67	27,799.90	6,506.77	23.4 %
83005-Maintenance - Fencing & Gates	6,647.85	7,583.30	(935.45)	(12.3 %)
83006-Maintenance - Building	42,742.42	38,340.75	4,401.67	11.5 %
83007-Maintenance - Fire Alarm	3,396.75	3,740.30	(343.55)	(9.2 %)
83008-Maintenance - Drainage	11,679.82	5,833.30	5,846.52	100.2 %
83100-Signs	11,866.81	4,083.35	7,783.46	190.6 %
84000-Equipment Lease	5,674.73	4,310.25	1,364.48	31.7 %
84500-Janitorial	80,818.50	88,901.20	(8,082.70)	(9.1 %)

84700-Landscaping	39,905.09	43,083.85	(3,178.76)	(7.4 %)
85000-Vehicle Maintenance	48,245.74	30,630.25	17,615.49	57.5 %
85400-Dues and Membership	72,727.00	42,583.35	30,143.65	70.8 %
86000-Advertising	80,603.25	157,500.00	(76,896.75)	(48.8 %)
86001-Consulting - Admin	400,818.71	251,734.60	149,084.11	59.2 %
86002-Consulting Professional	284,531.32	263,789.75	20,741.57	7.9 %
86003-Consulting - Legal	99,177.00	158,923.35	(59,746.35)	(37.6 %)
86004-Consulting - Security	222,905.23	263,666.65	(40,761.42)	(15.5 %)
86005-Bank Fees	2,289.63	291.65	1,997.98	685.1 %
86015-Depreciation - Hangar Area	51,640.02	50,946.00	694.02	1.4 %
86020-Depreciation - Owner Build	1,735.06	0.00	1,735.06	.0 %
86025-Depreciation - Landing Area	762,029.32	838,173.00	(76,143.68)	(9.1 %)
86035-Depreciation - FBO	12,371.90	19,601.15	(7,229.25)	(36.9 %)
86045-Depreciation - Revenue Gen Land	61,062.43	220,242.15	(159,179.72)	(72.3 %)
86055- Depreciation - Terminal Area	159,315.67	199,724.00	(40,408.33)	(20.2 %)
86100-Depreciation - Administration	(26,648.78)	120,890.00	(147,538.78)	(122.0 %)
86200-Insurance	214,042.15	255,738.60	(41,696.45)	(16.3 %)
86500-Permits	6,465.21	6,591.65	(126.44)	(1.9 %)
86600-Education and Recognition	13,212.53	13,575.35	(362.82)	(2.7 %)
86700-Business Travel	50,112.36	49,583.35	529.01	1.1 %
86800-Fire Fighting Training	0.00	15,750.00	(15,750.00)	(100.0 %)
87000-Bad Debt Expense	200.00	0.00	200.00	.0 %
87025-Rent Credit	32,223.00	0.00	32,223.00	.0 %
88001-Airfest Expense - Performers	75,000.00	43,750.00	31,250.00	71.4 %
88009-Airfest Expenses- Miscellaneous	1,280.68	8,750.00	(7,469.32)	(85.4 %)
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenses	4,742,686.79	5,347,871.14	(605,184.35)	(11.3 %)
	<hr/>	<hr/>	<hr/>	<hr/>
Net Income	5,722,000.64	2,537,193.66	3,184,806.98	44.0 %
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

Santa Maria Public Airport District

Profit & Loss

As of January 31, 2024

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	29,402.73	2,804.50	4,200.39	149.8 %
Fuel flowage fees	52,448.82	0.00	7,492.69	
Subtotal	81,851.55	2,804.50	11,693.08	416.9 %
Hangar area				
T-Hangar	269,665.00	38,180.00	38,523.57	100.9 %
Corporate T-Hangars	183,901.00	26,253.00	26,271.57	100.1 %
T-Hangar Storage Units	19,740.00	2,820.00	2,820.00	100.0 %
Owner Build Hangars	11,543.00	1,649.00	1,649.00	100.0 %
Subtotal	484,849.00	68,902.00	69,264.14	100.5 %
FBO Area				
Main Hangar	79,100.00	11,300.00	11,300.00	100.0 %
Commercial Hangars	247,636.06	35,914.18	35,376.58	98.5 %
Land Leases	57,477.00	8,211.00	8,211.00	100.0 %
Subtotal	384,213.06	55,425.18	54,887.58	99.0 %
Terminal Area				
Car Rental	120,343.29	10,510.11	17,191.90	163.6 %
Terminal Space Lease	95,828.30	14,092.49	13,689.76	97.1 %
TSA LEO Reimbursement	3,420.00	0.00	488.57	
Subtotal	219,591.59	24,602.60	31,370.23	127.5 %
Revenue generating land				
Non Aviation Land Leases	255,920.37	34,705.58	36,560.05	105.3 %
Agricultural Leases	659,446.16	96,008.36	94,206.59	98.1 %
Cell Towers	35,350.00	5,050.00	5,050.00	100.0 %
Airport Mobile Home Park	292,692.10	31,000.00	41,813.16	134.9 %
Subtotal	1,243,408.63	166,763.94	177,629.80	106.5 %
Airfest				
Airfest Ticket Sales	0.00	0.00	0.00	
Airfest Vendors	0.00	0.00	0.00	
Airfest Sponsorship	0.00	0.00	0.00	
Subtotal	0.00	0.00	0.00	
Administrative				
Badging Income			0.00	
Miscellaneous Income	28,084.63	1,047.00	4,012.09	383.2 %
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	0.00	0.00	0.00	
Subtotal	28,084.63	1,047.00	4,012.09	383.2 %
Total Revenue from operations	2,441,998.46	319,545.22	348,856.92	109.2 %
			0.00	

Santa Maria Public Airport District

Profit & Loss

As of January 31, 2024

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	64,872.45	4,263.15	9,267.49	217.4 %
Hangar Area	54,420.17	8,706.01	7,774.31	89.3 %
FBO Area	50,838.60	6,776.52	7,262.66	107.2 %
Terminal Area	265,957.72	34,821.20	37,993.96	109.1 %
Revenue generating land	244,356.53	5,492.82	34,908.08	635.5 %
Salaries and Benefits	882,499.63	109,275.30	126,071.38	115.4 %
Utilities	71,106.40	5,604.95	10,158.06	181.2 %
Supplies	74,165.64	6,038.66	10,595.09	175.5 %
Maintenance and Repairs	70,872.63	28,447.72	10,124.66	35.6 %
Contractual Services	723,189.45	64,343.82	103,312.78	160.6 %
Real Estate Commission	0.00	0.00	0.00	
ARFF Services	450,498.10	0.00	64,356.87	
Security Services	222,537.67	7,842.00	31,791.10	405.4 %
Dues and Subscriptions	72,727.00	535.00	10,389.57	1942.0 %
Advertising	80,603.25	500.00	11,514.75	2303.0 %
Depreciation	1,021,505.62	0.00	145,929.37	
Insurance	214,042.15	1,268.50	30,577.45	2410.5 %
Election Expense	0.00	0.00	0.00	
Business Travel	50,112.36	1,490.65	7,158.91	480.3 %
Fire Fighting Training	0.00	0.00	0.00	
Rent Credit	32,223.00	891.00	4,603.29	516.6 %
Air Show Expense	76,280.68	(6,044.66)	10,897.24	(180.3) %
Other Miscellaneous Expense	19,877.74	495.00	2,839.68	573.7 %
Total Expenses	4,742,686.79	280,747.64	677,526.70	241.3 %
Operating income (loss)	(2,300,669.99)	38,797.58	(328,669.78)	(847.1) %
Non-Operating Revenues (Expenses):				
PFC Revenue	29,841.38	0.00	4,263.05	
Interest Income	188,545.57	60,173.63	26,935.08	44.8 %
Tax Revenues	1,253,928.02	18,396.48	179,132.57	973.7 %
AIP Reimbursement	6,550,374.00	42,340.00	935,767.71	2210.1 %
Gain on Land Sale	0.00	0.00	0.00	
Total non-operating rev (exp)	8,022,688.97	120,910.11	1,146,098.41	947.9 %
Net Income	5,722,000.64	159,707.69	817,428.63	511.8 %

Santa Maria Public Airport District
Balance Sheet
As of January 31, 2024

Current Assets:

Cash and cash equivalents	7,828,745
Restricted - cash and cash equivalents	699,779
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	2,596,526
Prepaid expenses and deposits	11,304,044
	<hr/>
Total current assets	22,437,095

Non-current assets:

Note receivable	0
Interest Receivable	0
Capital assets, not being depreciated	15,625,947
Depreciable capital assets	19,429,401
Deferred other post-employment benefits outflows	9,000
Deferred pension outflows	966,715
	<hr/>
Total non-current assets	36,031,063

Total assets	58,468,158
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Current Liabilities:

Accounts payable and accrued expenses	605,747
Accrued wages and related payables	1,213
Unearned Revenue (customer prepaid)	144,126
Hangar and other deposits	112,158
Long-term liabilities - due in one year:	
Compensated absences	36,873
Land improvements payable	13,793
	<hr/>
Total current liabilities	913,911

Long-term liabilities - due in more than one year

Compensated absences	110,620
Land improvements payable	78,160
Total other post-employment benefits liability	337,720
Net pension liability	2,410,249
Deferred pension inflows	151,904
	<hr/>
Total long term liabilities	3,088,653

Total Liabilities	4,002,564
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Net position:

Retained Earnings	48,743,593
Change in Net Position	5,722,001
	<hr/>
Total net position	54,465,594

Total liabilities and net position	58,468,158
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DELINQUENT TENANT LIST

as of February 2024

MONTH	NAME	HANGAR	RENT	LATE FEES	DAYS DELINQUENT
Feb 23 - Feb 24	R. Chandrasena	3111-K	3,533.00		360
Jan-Feb 2024	Joel Rieman	3107-M	138.00	7.00	44
Jan-Feb 24	Joel Rieman	3031-I	164.00	8.00	44
Jan-Feb 24	Joel Rieman	3031-H	164.00	8.00	44
Feb-24	James Ward	3027-B	275.00	27.00	12
			TOTAL:	\$4,324.00	

J. Rieman - non-airworthy fee portion of rent is unpaid

**ASSIGNMENT OF LEASE
2989-C Airpark Drive**

The Assignment of Lease is made this *22nd day of February 2024*, by and between TVJ Sons Aviation, LLC, an owner, builder, hereinafter called "Tenant" or "Assignor", and **6 Chicks Aviation, LLC**, hereinafter called "Assignee".

Recitals

a. Tenant and Santa Maria Public Airport District (hereinafter called "Landlord" or District") made and entered into a written ground lease dated March 1, 2004 for leased premises located at the SANTA MARIA PUBLIC AIRPORT, Santa Maria, California, hereinafter referred to as the "Lease". A true copy of the Lease is marked Exhibit "A", attached and incorporated herein in full by this reference.

b. Tenant is transferring its ownership to the Assignee and hereby requests the District to consent to an Assignment of the Lease.

Now, therefore, the parties agree as follows:

Assignment

1. Recitals. The recitals set forth in this Agreement are true and correct and are incorporated by this reference.

2. Assignment. As of the effective date referred to herein, Assignor assigns and transfers to Assignee all right, title, and interest in the Lease.

3. Effective Date of Assignment. The Assignment shall be effective on March 1, 2024, provided Tenant/Assignor is not in default under the terms of the Lease.

4. Assumption of Lease Obligations. Assignee does hereby accept the foregoing assignment and assumes and agrees to perform, full and be bound by all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Tenant under the Lease, as of the effective date, including timely payment of any and all payments due to the Landlord or payable on behalf of Tenant to Landlord under the Lease as they become due and payable. Assignee acknowledges that all terms and provisions of the Lease continue in full force and effect as to Assignee.

5. Assignor's Covenants. Assignor covenants that the copies of the Lease, attached hereto as Exhibit "A" are true and accurate copies of said documents.

6. Further Assignments. Assignee shall not further assign or transfer any interest in the Lease and/or Leased Premises except as provided in Paragraph 16 of the Lease.

7. Litigation Costs and Attorney Fees. In the event of any action or proceeding brought by either party against the other under or arising out of this Assignment of Lease, the prevailing party shall be entitled to recover all reasonable costs, expenses, expert witness expenses and attorneys' fees in such action or proceeding including costs of appeal, if any. In addition, should it be necessary for the District to employ legal counsel to enforce any of the provisions herein contained, Assignor and Assignee agree to pay all District's attorneys' fees, costs, expenses and expert witness expenses reasonably incurred.

8. Indemnification. Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill

Assignment. Assignor states that no other assignment by Assignor exists in connection with the Lease.

9. Successors and Assigns. The Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

10. Governing Law. This Assignment shall be governed by and construed in accordance with California law and litigation shall be filed and prosecuted in Santa Barbara County, North County Division, State of California

11. Notices. Any notice shall be given as set forth in paragraph 16-A of the Lease to Assignee shall be sent to:

**ASSIGNOR: TVJ Sons Aviation, LLC
700 East Betteravia Road
Santa Maria, CA 93456**

**ASSIGNEE: 6 Chicks Aviation, LLC
4435 Countrywood Drive
Santa Maria, CA 93455**

Dated: _____

Tenant: _____
Mike Bouquet

Dated: _____

Assignee: _____
Mike Bouquet

12. Consent of Landlord

The undersigned, as Landlord under the Lease, hereby consents to the foregoing Assignment of Lease dated February 22, 2024, from TVJ Sons Aviation, LLC, Assignor, to 6 Chicks Aviation, LLC, Assignee. Landlord's consent to this assignment shall in no way be deemed a waiver of its rights under Paragraph 16 of the Lease, Assignment, Subletting, and Encumbering, to prohibit assignment in future.

Dated: February 22, 2024

Approved as to content for District:

Santa Maria Public Airport District

General Manager

Ignacio Moreno, President

Approved as to form for District:

District Counsel

Steve Brown, Secretary

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made as of the date last set forth below between EMANDA MILLER ("Miller"), and TVJ SONS AVIATION, LLC ("TVJ").

RECITALS

A. Miller is the Tenant under the Lease and Agreement dated March 1, 2004 (as amended by the First Amendment of Lease and Agreement dated December 8, 2005, and the Second Amendment of Lease and Agreement dated May 28, 2009, the "Lease") between Seller's predecessor, Marquis J. G. Miller, and Santa Maria Public Airport District (the "District"), as landlord, for Seller's lease of the Premises generally described as Hangar 2989C, and more specifically described in the Lease. The Lease is attached hereto as Exhibit "A." All capitalized terms not otherwise defined shall have the meanings ascribed them in the Assignment.

B. Miller and TVJ entered into that certain Leasehold Purchase Agreement of even date herewith (the "Agreement"), whereby Miller agreed to assign the Lease to TVJ, under the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants, terms and conditions contained in this Assignment, the sufficiency of which are hereby agreed, the parties agree as follows:

AGREEMENT

1. Assignment. Miller assigns and transfers to TVJ all right, title, and interest in the Lease and TVJ accepts from Miller all right, title, and interest in the Lease, subject to the terms and conditions set forth in this Assignment. This Assignment shall be effective as of the Effective Date, as defined below.

2. Assumption of Lease Obligations. As of the Effective Date TVJ assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Miller as Tenant under the Lease.

3. Miller's Covenants. Miller covenants that the copy of the Lease attached as Exhibit A is a true and accurate copy of the Lease as currently in effect and that there exists no other agreement affecting Miller's rights under the Lease.

4. Conditions Precedent to Assignment.

4.1. This Assignment is subject to the strict condition precedent that the District consents to the assignment of the Lease in accordance with Section 16 of the Lease. Within ten (10) days after full execution and delivery of this Assignment, TVJ shall deliver this Assignment to the District for its written consent, in the form of consent attached hereto as Exhibit "B," or such other form of written consent issued by the District that is acceptable to TVJ in its sole discretion (the "Consent").

4.2. On the date that: (a) Miller and TVJ receive the Consent from the District; and (b) the conditions precedent to TVJ's assumption of the Lease set forth in the Agreement are satisfied (the "Effective Date"), this Assignment shall be fully effective and binding on the parties. On the Effective Date Miller and TVJ shall give written notice to the District that the assignment of the Lease hereunder has been consummated.

The parties have executed this Assignment as of the date last written below.

"ASSIGNOR"

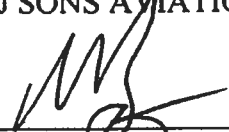
"ASSIGNEE"

TVJ SONS AVIATION, LLC



Emanda Miller

Date: 8/9/2016



Michael Bouquet, Manager

Date: 8/9/16

EXHIBIT "B"

CONSENT OF LESSOR

1. The undersigned (the "District") is the lessor under the Lease described in the foregoing Assignment, and hereby consents to the assignment of Miller's interest in the Lease to TVJ, as set forth in the Assignment between Miller and TVJ dated ~~July 11~~ ^{AUGUST}, 2016, and attached hereto as Exhibit "A" (the "Assignment"). All capitalized terms not otherwise defined shall have the meanings ascribed them in the Assignment.

2. The District shall release Miller from any liability or obligation under the terms of the Lease arising after the Effective Date, provided that nothing herein shall release Miller from any liability or obligation under the terms of the Lease arising on or before the Effective Date.

3. The District certifies the following as of the date set forth below:

a. The Lease is in full force and effect; no party is in default under the Lease; and rent has been paid as due. Miller is in full compliance with all of the tenant's obligations under the Lease, and the District does not have the right to terminate the Lease due to any action or failure to act by Miller. There have been no amendments of the Lease or agreements between Seller and the District pertaining to the Leaseholder other than those identified in Exhibit "A."

^{AUGUST} b. Rent under the Lease is currently \$ 77.36 per month, and has been paid through ~~July~~ ^{AUGUST} 31, 2016.

c. All work of improvement required of Miller under the Lease has been completed in accordance with the terms of the Lease.

d. The District knows of no damage to the Premises.

4. The statements in this consent may be relied on by TVJ and any lender who extends credit to TVJ.

Santa Maria Public Airport District

By: 

Its: BOARD PRESIDENT

Date: 8/11/16

LEASE AND AGREEMENT

Owner/Built Hangar Site

As of March 1, 2004, SANTA MARIA PUBLIC AIRPORT DISTRICT, (herein called "District"), and MARQUIS J. G. MILLER, "An Individual", ("Tenant,"), agree as follows:

1. **Leasehold Premises.** District leases to Tenant unimproved land located on the Santa Maria Public Airport known as **Hangar Site 5**, commonly as **2989-C Airpark Drive**, in the City of Santa Maria, County of Santa Barbara, State of California, consisting of **3575 square feet**, and more particularly described on Exhibit "B" attached hereto and incorporated by this reference, subject to all existing and future easements and rights, restrictions, reservations and matters of record (the "Premises").

2. **Term.** The term of this Lease is Forty (40) years commencing on the date first above written and expiring on February 29 2044. This Lease maybe extended for two (2) additional five (5) year terms provided: (1) Tenant is not in default, and (2) Tenant delivers to District, 60 days prior to the end of each term written notice of its intent to exercise its option to extend the lease. The terms and conditions of the Lease will remain unchanged during the extension, except as provided herein.

3. **District Right to Relocate.** District reserves the right to relocate the Premises and Tenant's improvements thereon to a different location on the Airport selected by District, at District's expense at any time during the Initial Term or any Extended Term. District shall have no obligation to pay Tenant for Tenant's time or inconvenience in any such relocation or cost of relocating Tenant's personal property. Tenant shall relocate Tenant's personal property at Tenant's sole cost and expense.

4. **Rent**

a. **Monthly Rent During First Five Years.** Monthly rent for and during the first five (5) years of the term shall be the sum of **\$ 60.78**, calculated by multiplying the number of square feet leased by a factor of **\$.017** per square foot per month (based on the Districts Long-term Land Lease Policy and recovery of capital cost over twenty years) ("Base Rent").

Tenant shall pay Base Rent to District in advance on the first calendar day of each month. Rent is payable without prior notice, demand, deduction or offset at District's office at 3217 Terminal Drive, Santa Maria, CA 93455, or at such other address District may direct Tenant in writing. The Base Rent shall be adjusted every five years on the anniversary of the commencement date of the Lease (the "Adjustment Date"). Adjustments, if any, shall be based upon increases, if any, in the Consumer Price Index, All Items, 1982-84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles/Riverside/Orange County Area for All Urban Consumers ("Index"). The Index in publication three (3) months immediately before the commencement of the term of this lease shall be the "Base Index." The Index in publication three (3) months immediately before the then Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the monthly Base Rent payable during the ensuing five (5) year period shall be increased by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the

Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the Base Rent for the ensuing five-year period shall remain unchanged. When the Base Rent payable as of each Adjustment Date is determined, District shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The adjusted Base Rent shall become the new "Base Rent" but shall not exceed five percent (5%) CPI increase per year.

b. Late Charge. Tenant acknowledges that late payment of rent by Tenant to District will cause District to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Tenant is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day, if the date the rent installment is due falls on a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the rights and remedies available to District.

c. Additional Rent. The rent shall be absolutely net to District. Tenant shall pay all costs, fees, taxes, liens, interest, insurance, charges, expenses, assessments, reimbursements, maintenance and obligations of every kind and nature whatsoever relating to the Premises or the improvements to be constructed thereon that may arise or become due during the term or any extended term of, or arising out of the provisions of, this lease (Additional Rent). Tenant shall indemnify and save District harmless from and against Additional Rent. Should Tenant fail to pay any Additional Rent when due, District shall have all of the rights, powers and remedies provided for in this lease in the event of nonpayment of rent or other event of default. District shall at all times have the right (at its sole election and without any obligation to do so) to advance on behalf of Tenant any amount payable under the terms hereof by Tenant, or to otherwise satisfy any of Tenant's obligations hereunder deemed necessary to protect the interests of District under this lease. No advance by District shall operate as a waiver of any of District's rights under this lease and Tenant shall remain fully responsible for the performance of its obligations under this lease. Any sums so paid by District shall constitute Additional Rent and shall be immediately due and payable from Tenant.

5. Construction by Tenant.

a. Obligation To Construct. **THE PREMISES ARE BEING LEASED EXPRESSLY FOR THE DEVELOPMENT, CONSTRUCTION AND OPERATION BY TENANT OF AN AIRCRAFT STORAGE HANGAR FOR THE EXPRESSED PURPOSE OF STORING THE TENANT'S OWN AIRCRAFT.** Tenant leases the Premises with the obligation of constructing the Improvements together with any related or on- or off-site improvements necessitated by the development of the Premises and any subsequent improvements, at Tenant's sole cost and expense. Tenant shall construct all on and off-site improvements required herein, at Tenant's sole cost and expense, in the time and manner set forth herein. Tenant shall obtain any and all governmental approval legally required to improve or alter the Premises. Tenant shall construct the improvements free of claims against District and the Premises in compliance with the requirements set forth in Exhibit "A", entitled "Owner Built Hangar Specifications", attached,

and incorporated by this reference. **TENANT SHALL CONSTRUCT THE IMPROVEMENTS (INCLUDING THE FINISHED FLOOR) AND THE FINISHED GRADE IN ACCORDANCE WITH THE PROJECT GRADING PLAN AND THE INDIVIDUAL SITE PLAN. THE INDIVIDUAL SITE PLAN IS ATTACHED AS EXHIBIT "C" AND INCORPORATED BY THIS REFERENCE.**

b. Schedule of Improvements. Tenant shall begin construction and installation of the Improvements within six (6) months of the lease commencement. Tenant shall complete construction of the Improvements within eighteen (18) months after the lease commencement. This eighteen (18) month period may be increased by any delay due to acts of God or actions of third parties not subject to Tenant's control, not to exceed one additional year. If Tenant fails to timely begin and complete construction, District may terminate this lease after thirty (30) days' notice of its intent to terminate.

c. Indemnity Against Claims. Tenant shall keep the Premises and improvements thereon free and clear of all mechanic's liens and other liens. Tenant shall defend, indemnify and save harmless District and the Premises from and harmless against any and all liability, loss, damage, claims, costs, attorneys' fees and other expenses of any type arising out of work performed on the Premises or in easements and rights-of-way for or by Tenant, or on account of claims for liens of contractors, subcontractors, materialmen, laborers, architects, engineers or other design professionals, for work performed or materials or supplies furnished by Tenant or persons claiming under it. District shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any judgment or lien, or both. Tenant shall reimburse District for all sums paid by District under this paragraph, together with all of District's reasonable attorneys' fees and costs, plus interest on all sums expended at the rate of ten percent (10%) per annum from the date paid by District to the date paid by Tenant.

d. Licensed Contractor. All work on the improvements shall be done by licensed and insured contractors; provided Tenant may act as general contractor for itself as long as licensed and insured subcontractors perform the work. Tenant shall provide proof satisfactory to District that all contractors carry workers' compensation insurance for anyone working on the Premises, and public liability and property damage insurance (\$1,000,000 combined single limit). District shall be an additional insured.

e. Plans and Specifications. Prior to beginning construction, Tenant shall deliver to District a set of plans and specifications of all improvements in sufficient detail to determine compliance with District's requirements for appearance, site development and for approval from various agencies responsible for issuing building permits. District shall have final approval authority and no work on site shall commence until the lease with District has been executed and District has issued a written confirmation of its approval.

f. Notice of Non-Responsibility. At least ten (10) days prior to initiation of any improvement, or delivery of any materials to the Premises, Tenant shall notify District of same in writing. District shall have the right to post and record a Notice of Non-Responsibility in accordance with Civil Code 3094.

g. Parcel or Subdivision Map. District, at its cost and expense, shall prepare a Parcel Map and file same with the City of Santa Maria identifying individual parcels that will be leased to individual tenants.

6. **Tenant's Use of Premises.** The Premises shall be used for the storage, maintenance, and repair of Tenant's aircraft and aircraft equipment and for no other purpose.

a. **Permitted Uses.**

i. Indoor storage of aircraft registered in the Tenant's name. The Tenant must be the owner of the improvements (hangar) on the Premises;

ii. Indoor storage of automobiles while the aircraft is being operated outside the hangar;

iii. Indoor storage of equipment and tools used for preventive maintenance, construction or restoration of the aircraft stored on the Premises;

iv. Maintenance, construction and restoration of an aircraft as described in FAR Part 43, Appendix A, or under the direct supervision of a mechanic properly and appropriately certified by the Federal Aviation Administration; and

v. As long as at least one aircraft stored on the Premises is registered to Tenant, other non-owned aircraft may be stored on the Premises, subject to the provisions of Section 16, Assignment.

b. **Specific Prohibited Uses.** Tenant shall not use or permit use of the Premises, or any portions thereof, for any of the following prohibited purposes or uses:

i. Use any portion of the Premises contrary to or in violation of the directives, rules or regulations of the District as they exist now or in the future.

ii. Store any property outside of the hangar on the Premises.

iii. Store hazardous or toxic materials in quantities greater than ten (10) gallons, except with a safety plan approved by the City of Santa Maria Fire Department and after issuance of appropriate permits.

iv. Any use, activity or improvement which will generate smoke affecting aircraft visibility or attract large concentrations of birds or which may otherwise affect safe air navigation.

v. Any use or activity which would interfere with or create a hazard to the operation of the Airport or aircraft.

vi. Spray painting, except spray painting of aircraft in an approved paint booth.

vii. Any residential use.

viii. Any trade, profession, business or commercial use, enterprise or activity, except approved subleases for aircraft storage.

ix. Storage of jet or aviation or other fuel on the Premises, other than inside fuel tanks of aircraft stored on the Premises or vehicles temporarily parked on the Premises.

x. Place any signs without District's prior written approval.

7. **Nuisance or Unlawful Uses.** Tenant shall not commit waste, including environmental contamination, nuisance or unlawful activity on the premises nor shall Tenant permit others to commit waste, nuisance or unlawful activity on the premises.

8. **Alterations and Improvements.**

a. Tenant shall make no alterations, additions or improvements on the Premises or otherwise at the Airport without District's prior written consent, except interior, non-structural alterations or improvements. District specifically reserves the right to approve the exterior appearance of the improvements throughout the term of the Lease. All alterations, additions or improvements made by Tenant at the Airport shall be Tenant's property during the term of the Lease. Tenant shall remove all fixtures and improvements, including slabs and foundations, and cap all utilities, at Tenant's expense, at expiration or termination of the Lease, unless directed otherwise in writing by District. District may, at District's sole option, elect that the slab and foundation shall remain on the Premises at expiration or termination. The slab and foundation shall thereafter become District's property without any payment to Tenant. Tenant shall restore District's property to at least its former condition as when received and repair any damage resulting from any removal.

b. Should Tenant fail to remove the improvements at the expiration or termination of the Lease, District may, at its option, remove the improvements, at Tenant's expense, or the improvements shall become District's property, without payment to Tenant, free and clear of all liens and encumbrances. Tenant shall indemnify and hold District harmless from and against any liens or encumbrances.

9. **Tenant's First Right to New Lease of Premises.** If, within six (6) months prior to the expiration of the term of this Lease, District elects to enter into a new lease of the Premises for aircraft storage purposes, then District shall first negotiate with Tenant the terms and conditions of a new lease for said Premises before offering the Premises to anyone else.

10. **Holdover.** If Tenant holds over beyond the term or extended term with the consent of District, such tenancy shall be from month to month subject to the terms and conditions of this Lease. Holdover shall not be renewal of this Lease. The monthly Base Rent shall be the monthly Base Rent due immediately prior to the holdover, increased by any increase in the Index defined in Section 4, since the last rent adjustment, unless otherwise agreed in writing by both parties.

11. **Repairs and Maintenance.**

a. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all improvements thereon in first class condition and repair at all times in accordance with all applicable laws, rules, ordinances, orders and regulations of any governmental agency or body having jurisdiction. Tenant shall keep the Premises, at Tenant's expense, clean and free from litter, garbage, refuse and debris at all times. Tenant shall take reasonable measures to protect the Leased Premises and airport from infestation of birds, insects, rodents and other pests. Tenant shall comply with all reasonable orders and instructions of District's General Manager in the use of the Leased Premises, which the General Manager deems to be in the best interest of the District, the public or users of the Airport, or for their safety and welfare.

b. If Tenant fails to maintain or make repairs as required herein, District shall have the option, but not the obligation, of making necessary corrections after a reasonable written notice from District of its intent to do so. All costs incurred by District in making said corrections, including but not limited to the cost of labor, materials, equipment and administration, shall be Additional Rent, and Tenant shall pay the same within fifteen (15) days of receipt of a statement of District's costs. District may, at its option, choose other remedies available herein as allowed by law.

12. **Tenant Obligations.** Tenant shall:

a. Comply with the rules, regulations and directives of the District related to the use of the Airport and its facilities, including the owner-built hangar sites.

b. Comply with, at Tenant's expense, all laws, regulations, ordinances and orders of federal, state and local governments as they relate to Tenant's use of Tenant's aircraft or Tenant's use or occupation of the Premises, the Airport or Airport facilities.

c. Furnish District with a copy of the registration certificate: (i) for each aircraft to be stored on the Premises prior to commencement of the Lease; (ii) after commencement of the Lease, within ten (10) days of acquiring a different or additional aircraft, or subleasing to a non-owned aircraft; and (iii) immediately after District's written request for such a copy at any other time.

d. Provide annual proof, to District's reasonable satisfaction, that the aircraft registered to the Tenant is in fact stored on the Premises. If an experimental aircraft is being constructed on the Premises, provide annual proof, to District's reasonable satisfaction, of reasonable progress towards completion.

e. When the aircraft is in operation out of the hangar, park all vehicles inside the hangar.

13. **Utilities.** District shall have no responsibility to provide water, utility service or extensions of any kind to the Premises, and any such water, utility service or extension by Tenant shall be at Tenant's sole cost and expense after consent by District as provided in Paragraph 8 herein. District will provide electrical and telephone conduit to each lot. Tenant is responsible to provide wiring. District has a 4-inch sewer lateral available to certain lots (2995a and b, 2997a and b, 2987a, b, c and d, and 2989 a, b, c and d, Airpark Drive). If Tenant is

leasing one of those lots, Tenant may, at Tenant's cost, extend piping and obtain a meter from the City of Santa Maria for water. Tenant shall extend the utilities, as needed, separately meter each utility and pay all utility service charges.

14. **Indemnification.** Tenant shall investigate, protect, defend (with counsel reasonably acceptable to District) indemnify and hold harmless District, its directors, officers, employees, agents and representatives, and the Premises (collectively "District") at all times from and against any and all liability, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to (collectively "Liability or Loss") arising out of or in any way connected with: the acts or omissions of Tenant or any subtenant, or their officers, agents, employees, or guests (collectively "Tenant"); or Tenant's operations on, or use or occupancy of, the Premises or the Santa Maria Public Airport. The foregoing indemnification excludes only Liability or Loss caused by the sole active negligence of District or its willful misconduct. Tenant shall also indemnify and hold District harmless from and against any Liability or Loss, including third party claims, environmental requirements and environmental damages (as defined in Exhibit "D", Hazardous Material Definitions) costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Premises or the improvements thereon or District's property or improvements in the vicinity of the Leased Premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal (collectively Release) of any toxic or hazardous materials (defined in Exhibit "D") which occurs in, on or about the Premises as the result of any of Tenant's activities on the Premises. Tenant shall notify District immediately of any Release of any toxic or hazardous material on the Premises or Airport.

15. **Insurance**

a. Tenant shall procure and maintain during the term of this Lease and any extensions, general liability insurance to protect against bodily injury, including death, products, and personal/advertising injury liability; contractual liability; liability for damages through the use of or arising out of accidents occurring on or about the Premises, or arising out of any act of Tenant, or caused by the neglect or misconduct of the Tenant in a minimum amount \$100,000.00 combined single limit for bodily injury and property damage per person and \$250,000.00 per occurrence combined single limit for bodily injury and property damage.

b. The policies shall name District as an additional insured and shall provide that Tenant's insurance will operate as primary insurance and District's insurance will not be called upon to contribute to a loss covered by this paragraph or the indemnification provisions of this Lease. Tenant shall require the insurer to notify District in writing, at least thirty (30) days prior to cancellation, modification or refusal to renew such policy. All policies shall be issued by companies admitted and licensed to do business in California and having a Best's rating of "A". Tenant shall provide District with a current insurance certificate issued by the insurer. The types, coverage, form and liability limits of insurance may be changed or increased by District's Board of Directors after giving Tenant at least ninety (90) days' prior written notice.

16. **Assignment**

a. Tenant shall not assign, transfer, mortgage, encumber or grant control of this Lease or any interest, right or privilege herein, or sublet a portion of the leased premises without the prior written consent of District. District's consent shall not be unreasonably withheld for an assignment or transfer to Tenant's spouse, child(ren), sibling(s) or parent(s). The assignee, transferee, mortgagor, or other person acquiring an interest in the Lease shall agree in writing to be bound by all terms and conditions of the Lease. A sublease of the entire Premises is expressly prohibited and void and, at the option of District, shall terminate the Lease. The Premises must be occupied by the person who owns the improvements (hangar) and owns an aircraft stored on the Premises. Tenant's interest in this Lease is not assignable by operation of law. To prevent speculation in the construction and resale of hangars, if Tenant wishes to assign, transfer, sell or grant control of this Lease and/or the improvements thereon, and District approves, the approval will be conditioned on Tenant paying to District a transfer fee equal to the following:

- i. During the first year after occupancy, the sum of \$15,000;
- ii. During the second year after occupancy, the sum of \$10,000;
- iii. During the third through fifth years of occupancy, the sum of \$5,000;

provided, no transfer fee shall be required if Tenant assigns or transfers the Lease to Tenant's spouse, child(ren), sibling(s) or parent(s).

b. Subject to the District's General Manager's prior written consent, Tenant may sublet a portion, but not all, of the Premises for storage of aircraft owned by another. District's General Manager's consent may be conditioned on:

i. Ongoing proof that at least one (1) aircraft stored in the hangar is owned by and registered to Tenant.

ii. Each subtenant has a written sublease incorporating the terms and conditions of this Lease.

iii. Ongoing proof that at least one (1) aircraft stored in the hangar is owned by and registered to subtenant.

iv. Tenant shall notify District in writing within ten (10) days of any storage of non-owned aircraft with such identifying information as District requests, together with the written sublease for District consent.

v. Tenant shall pay any sublease rent to District which is in excess of the sublessee's pro rata share, based on per square foot occupancy, of: the rent charged under this Lease, utilities, taxes, insurance, maintenance and Cost of the Improvements (amortized at eight percent (8%) over twenty (20) years). The "Cost of Improvements" is defined as the amount paid by Tenant for constructing the slab, foundation, utility extensions, hangar and other improvements made by Tenant to the Premises, including engineering and design fees, prior to occupancy by Tenant.

vi. No District owned hangars are available for lease in the near future.

17. **Taxes, Licenses and Permits.** Tenant shall pay before delinquency any and all taxes, (including real property and possessory interest taxes, assessments, fees or charges) which may be imposed, levied or assessed upon any leasehold or possessory interests of Tenant, or Tenant's occupancy of the Premises, and personal property, structures, improvements or fixtures owned, controlled or installed by Tenant. Tenant acknowledges that by entering into this lease, a possessory interest, subject to taxation, may be created. Tenant agrees to pay all such taxes. Tenant shall also secure and maintain in force during the term of this lease all licenses and permits necessary or required by law for the conduct of Tenant's operations.

18. **District's Remedies on Tenant's Breach.** In the event Tenant fails to pay rent when due, abandons or vacates the Premises, or is in default under any provision of this lease, District may terminate this lease and resort to the rights and remedies provided by the laws of the State of California, as well as the following cumulatively or in the alternative remedies:

a. District may recover from Tenant on terminating the Lease damages proximately resulting from the breach, including the cost of recovering the premises and the value of the premises for the remainder of the Lease term, less any rent received by District from subleases or reletting of the Premises, which sum shall be immediately due District from Tenant.

b. Tenant assigns to District all subrents and other sums falling due from subtenants, up to the amounts due District under this Lease during any period in which Tenant is in default. District may, at District's election, re-enter the Premises and improvements with or without process of law, with or without terminating this Lease, and either or both collect these sums or bring action for the recovery of the sums directly from such obligors, or both.

19. **Nondiscrimination.** Tenant will not discriminate or permit discriminations against any person or class of persons by reason of race, color, creed, sex or national origin in any such manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, or as the regulation may be amended from time to time.

20. **Right of Entry.** District and City of Santa Maria and authorized agents of each shall have the right to enter the Premises for any reasonable purpose upon twenty-four (24) hours' oral or written notice, and at any time without notice in case of any emergency.

21. **Miscellaneous**

a. Notices shall be written and delivered personally to the person to whom the notice is to be given or mailed postage prepaid, addressed to such person. District's and Tenant's addresses for this purpose are:

District: Santa Maria Public Airport District
3217 Terminal Drive

Santa Maria, CA 93455

Tenant: Name *MARQUIS MILLER*
Address *260 Rio Roto*
City, State & Zip Code *ARROYO GRANDE, CA 93420*
Phone *805/493-8121*

Either party may change its address for such notice by giving written notice of such change to the other party. Notice shall be deemed delivered at time of personal delivery or 48 hours after deposit in any United States Post Office or mailbox.

b. District's waiver of breach of one term, covenant or condition of this Lease is not a waiver of breach of others nor of subsequent breach of the one waived. District's acceptance of rent installments after breach is not a waiver of the breach. Any waiver by District must be in writing and signed by District.

c. This Lease and its terms, covenants and conditions apply to and are binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

d. Time is of the essence herein.

e. The prevailing party shall recover from the non-prevailing party reasonable attorney's fees and costs in the event any legal action or proceeding between District and Tenant arises in connection with this Lease.

f. No prior and contemporaneous conversations, negotiations, possible and alleged agreements concerning the subject matter hereof, other than those referred to herein, are merged herein. This is an integrated agreement. Any modification of this Lease must be agreed upon in writing by every Party to this Lease.

g. If any provision of this Lease is determined to be invalid or unenforceable, the remaining provisions shall continue to operate to the extent possible.

h. This Lease shall be construed in accordance with the laws of the State of California.

i. This Lease is deemed to have been drafted by the Tenant and District.

j. The parties executing this Lease represent they have appropriate authority.

k. Unless stated otherwise herein, no real estate brokers have been involved in this Lease and no real estate broker commissions or fees are due or owed from District.

l. In any real estate transaction it is recommended that you consult with a professional.

22. **Federal Aviation Administration Rider Attached.** The provisions of the FAA Rider attached hereto as Exhibit "E", consisting of four pages, are incorporated herein and made a part hereof.

23. **FAA Approval.** This Lease is made subject to any approval of the Federal Aviation Administration which may be required.

24. **Surrender and Site Assessment.** Tenant shall, on expiration or sooner termination, surrender to District the Premises in the same or better condition as when received, normal wear and tear, damage by acts of God or by the elements excepted.

At District's option, exercised by written notice to Tenant, within thirty (30) days of expiration or sooner termination of this Lease, Tenant shall, at Tenant's sole cost and expense, cause to be conducted a site assessment of the Premises to confirm that the Premises are free of any hazardous material or contamination. The nature and extent of the site assessment and the selection of the person performing the site assessment and certification shall be approved by District. The Premises shall be certified to be free of any hazardous material or contamination by a person certified by the appropriate governmental agency to conduct such site assessments. Any contamination or environmental damage on the Premises or originating on the Premises and migrating off the Premises shall be remediated by Tenant to meet or exceed the strictest governmental standards or requirements and to District's reasonable satisfaction. Tenant shall be responsible for all remedial investigation and remediation, including submission and approval of the remediation closure plan.

25. **Damage or Destruction.** In the event the improvements are damaged or destroyed, Tenant may, at its option, either (1) continue paying rent and restore the improvements to their former condition and appearance, within a reasonable period of time, not to exceed one hundred eighty (180) days from the date of damage or destruction; or (2) terminate the Lease by thirty (30) days' written notice to District, remove the remaining improvements, and restore the Premises to their same or better condition as when received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed as of the day, month and year first above written.

Dated: February 26, 2004

DISTRICT:

APPROVED AS TO CONTENT:

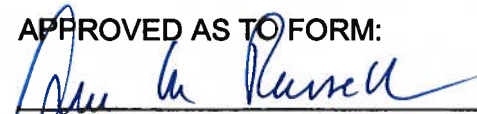
SANTA MARIA PUBLIC AIRPORT DISTRICT


General Manager

By: 
President

By: 
Secretary

APPROVED AS TO FORM:


District Counsel

TENANT:

MARQUIS J. G. MILLER

t:\smpad\OwnerBuild
2-4-04

EXHIBIT "B"

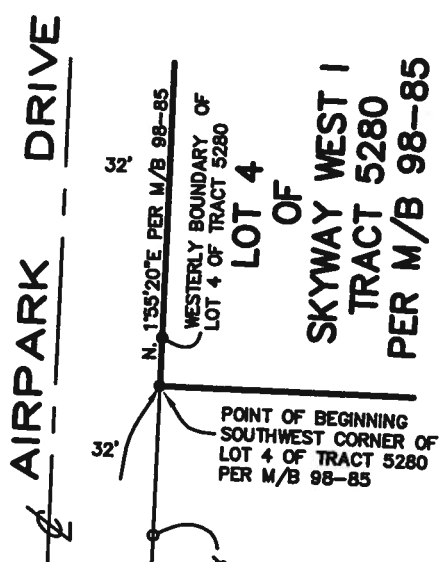
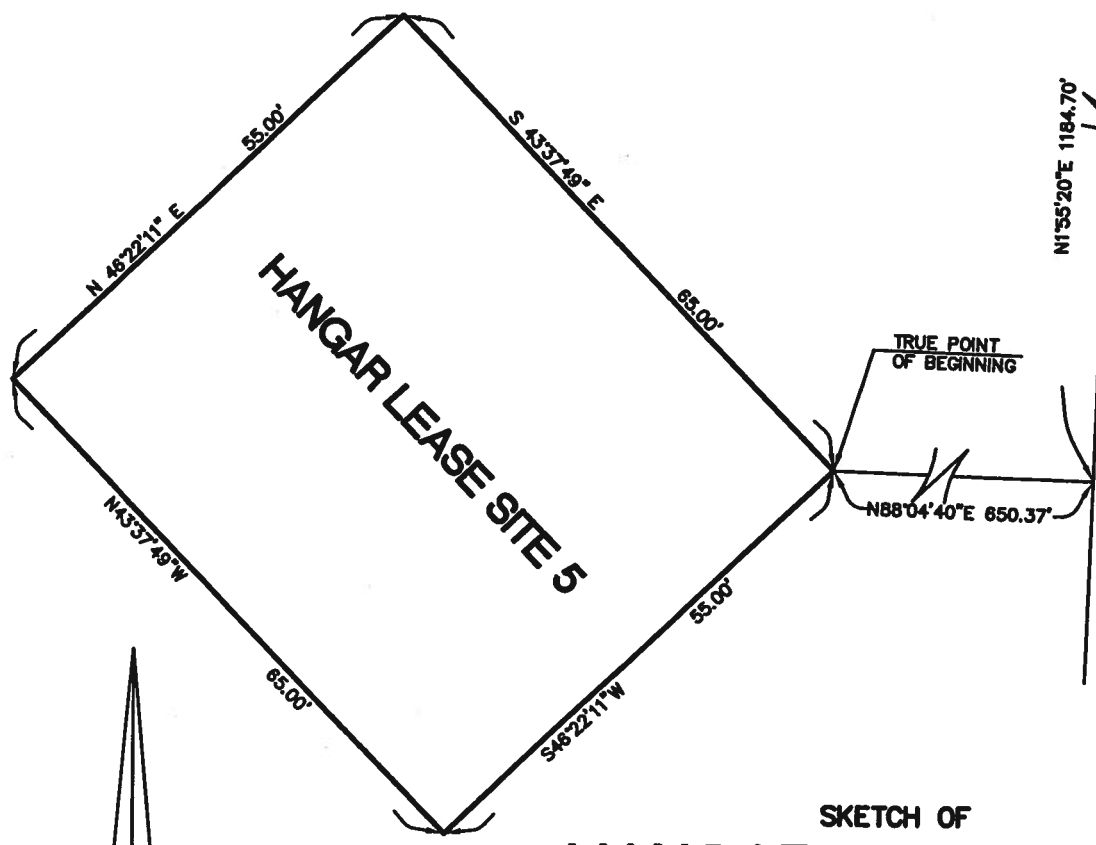
LEASE DESCRIPTION FOR HANGAR SITE 5

THAT PORTION OF THE WESTERLY HALF OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERDIAN, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF "SKYWAY WEST I TRACT 5280" RECORDED AS MAP BOOK 98, PAGES 85 AND 86, RECORDS OF THE COUNTY OF SANTA BARBARA, IN THE CITY OF SANTA MARIA, STATE OF CALIFORNIA; THENCE SOUTH $1^{\circ} 55' 20''$ WEST 1184.70 FEET ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF SAID LOT 4 TO A POINT; THENCE NORTH $88^{\circ} 04' 40''$ WEST 650.37 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH $46^{\circ} 22' 11''$ WEST 55.00 FEET; THENCE NORTH $43^{\circ} 37' 49''$ WEST 65.00 FEET; THENCE NORTH $46^{\circ} 22' 11''$ EAST 55.00 FEET; THENCE SOUTH $43^{\circ} 37' 49''$ EAST 65.00 FEET TO THE **TRUE POINT OF BEGINNING**.

0313 HANGAR SITE 5 - 2/19/04 4:49 PM

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SKETCH OF
HANGAR LEASE SITE 5
2989-C AIRPARK DRIVE

BEING A PORTION OF THE WESTERLY HALF
 OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34
 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY
 OF SANTA MARIA, COUNTY OF SANTA BARBARA,
 STATE OF CALIFORNIA

EXHIBIT "B"

SCALE: 1"=20'



PREPARED BY:

SKYWAY ENGINEERING, INC.
 3130 SKYWAY DRIVE-SUITE 305
 SANTA MARIA, CA 93455(805)928-1221

Owner build Hangar Specs

Hangar Type: Steel Pre-fabricated Rectangular Hangar building

Maximum hangar size to fit: Plot A (45 feet x 50 feet)-40 feet x 45 feet hangar
Plot B (55 feet x 65 feet)-50 feet x 60 feet hangar

Structure must be 2.5 feet from property line

	60'x50' Hangar	45'x40'
Eave Height	18'	14'
Hangar Skin Gauge	26 GAUGE	26GAUGE
Doors (see below)	See below	See below

Door options: Door cannot intrude on adjoining property

- Bi-fold
- Stacking
- Roll inside hangar
- Roll up

Skylights: Interior natural lighting to be provided by wall or door panels only. Minimum standard for skylight material is 8 ounces per square foot.

Roof: Low profile ridge line perpendicular to taxilane
Slope 1"rise for each 12 inches of horizontal run
Panels shall overlay outside walls a minimum of 4"
Roof to slope to side of hangar
Gutters installed along side edges, downspouts at front corners (gutters and downspouts comprised of same material and same paint color)

PREFABRICATED METAL BUILDINGS

- a. Prefabricated metal building types, conforming to the drawings with indicated dimensions and specified requirements.
- b. Preliminary requirements to the work as follows.
 1. Design calculations, record drawings, shop and erection drawings.
 2. Obtaining building permits (fees paid by Owner builder).
 3. Field measurements and verification of existing field conditions prior to any building work.
 4. Coordination and cooperation with work of other trades.
- c. Prefabricated metal building assembly and field erection of components complete and inclusive with listings as follows.
 1. Structural steel and miscellaneous metal, including anchor bolts and other anchorage embedded in concrete.
 2. Light gauge steel members, roofing and siding.
 3. Cold formed members.
 4. Hangar doors, hardware and locking hasp and staple.
 5. Confirm location of anchors and embedded items.
 6. Flashing and trim members.

7. Gutters and downspouts.
8. Factory finish on galvanized metal surfaces.
9. Factory panel painting.
10. All accessories, closures and hardware required for a complete installation.
11. Closures, caulking, sealants and waterproofing as required for a complete weathertight installation.
12. Twenty (20) year bonded guarantee on roof and wall panel finish.

QUALITY ASSURANCE

- a. Fabricator/erector qualifications: Firm with successful experience in design, engineering, construction and erection of buildings similar to those erected around Santa Maria Public Airport.
- b. Design Criteria: Design and engineer buildings to comply with Codes applicable at the building site. Obtain building permits for work of this Section before starting fabrication. Building shall be in accord with MBMA and AISC standards.

REFERENCE SPECIFICATIONS AND STANDARDS

- a. Provide work conforming to latest edition of the City of Santa Maria Building Code, and comply with pertinent recommendations of the manufacturer of the approved Prefabricated Metal Buildings Systems.
- b. American Society for Testing and Materials (ASTM) as referenced herein.

SUBMITTALS

- a. Shop and erection drawings. Contractor shall submit shop and erection drawings to the City of Santa Maria Building Department for the purpose of the Contractor obtaining approval of building permit and for checking by the District Engineer.
- b. Shop and erection drawings required for building permit purposes shall be identified by the Contractor as shop and erection drawings. Contractor shall submit shop and erection drawings as well as such other drawings as may be required by the Building Department of the City of Santa Maria, Community Development Department, for issuance of building permit. Drawings shall include but will not necessarily be limited to the following:
 1. Foundation plans showing construction joints; foundation details; allowable soil pressure; loads; anchor bolts; etc.
 2. Plans and details for grade beams and concrete flooring.
 3. Framing plan showing typical sections and connection detail, eave condition, diagonal bracing, purlin, beam, and column layout.
 4. Floor plan showing interior partitions, operation of sliding hangar doors (in open and closed position) and other pertinent information.
 5. Exterior elevations and floor elevations.
 6. Roof framing and bracing plan.
 7. Electrical plan.
 8. Miscellaneous details such as: Hangar door construction, including locking devices, cane bolts, door stops and other accessories. Hangar door restraint in all

positions. Splicing details of continuous members. Typical high rib wall and roof panels. Roof and wall panel fasteners. Typical purlin details and connections. Ridge and rake details. Exterior and interior base details.

9. Engineering calculations: The Contractor shall furnish to the City Building Official three (3) copies of complete engineering calculations signed by a Structural Engineer or Civil Engineer registered in the State of California. The calculation shall accompany the drawings described above, as applicable. Shop and erection drawings shall bear the signature of a California registered Civil or Structural Engineer.

10. Revisions: Any and all revisions to the drawings required by District and by the City Building Official to obtain building permits shall be performed at no additional cost to the District.

FIELD MEASUREMENTS

Before starting work, secure field measurements pertaining to or affecting the work of this section, and verify the locations and exact positions of anchor bolts.

DESIGN LOADS

Except as stipulated otherwise, the design loads for each Prefabricated Metal Building shall be in accordance with City of Santa Maria Building Codes, latest edition. Building shall withstand wind loads with doors opened or closed.

Materials

Flange material for built up sections - minimum yield stress of 50,000 psi

Web material for built up sections - minimum yield stress of 36,000 psi

Cold-formed structural members - steel having a minimum yield stress of 50,000 psi

High tensile bolts - electrogalvanize plated followed by supplementary gold di-chromate treatment applied by the dip process

Machine bolts – same as above

Galvanized steel - zinc coating shall be 1.25 ounces per square foot

Diagonal brace rods – steel, galvanized 7 wire strand extra high strength grade with a minimum guaranteed proof load.

Exterior wall and roof covering - prime, hot dip, galvanized steel not less than 26 gauge.

Zinc coating - 1.25 ounces per square foot

Panel high ribs - not less than 1¼" minimum depth

(Top and bottom of panel must be filled with foam closer strips.)

Fasteners

- a. Roof fasteners - Stainless Steel No. 14 X 3/4" long self-tapping bolts *or* Stainless Steel No. 12 self-drilling bolts. A sealing washer of 1/8" thick neoprene appropriate diameter shall be provided at each bolt.
- b. Roof Lap. Roof lap fasteners - No. 10 X 1/2" long self-tapping bolt
- c. The No. 10 bolt shall be stainless steel and shall be furnished with a 5/16" hexagonal head. Washer shall be integral with the head and shall be 1/2" diameter. Bolt shall have a type "A" point. The fastener shall be installed at one-third points between purlins.
- d. Wall fasteners for color walls. Wall panel fasteners for color walls shall be No. 14 X 3/4" self-tapping bolts or No. 12 self-drilling bolts, with a tough thermo-plastic nylon resin 7/16" or greater hexagonal head, colored to match the panel color. The nylon head shall have a flared flange to act as self-sealing washer, a tapered outer edge, and a molded inner ring on a recessed undersurface to provide a double seal. The No. 14 X 3/4" bolt shall have a Type "A" point and shall be manufactured from material meeting AISI No. C-1018. The bolt shall be plated with .0005" thickness zinc coating, and a chromate finish. The fastener shall be installed in the flat of the panel at 1'-0" spacing at intermediate points. Panel ends to be bolted at 6" nominal spacing.
- e. Wall fastener for galvanized partitions shall be a No. 14 X 3/4" self-tapping bolt or No. 12 self-drilling bolts. The bolts shall be cadmium plated and shall be furnished with a 3/8" or larger hexagonal head. The washer shall be separate and shall be 5/8" or larger diameter. The bolt shall have a Type "A" point. The bolt shall be manufactured of material meeting AISI No. C-1018. The bolt shall be plate with zinc plating of .00075" thickness and coated with clear chromate dip. The fastener shall be installed in the flat of the panel at 1'-0" intermediate spacing, and at 6" spacing (nominal) at panel ends.
- f. Wall panel lap fasteners shall be 1/8" diameter blind rivets colored to match the panel color. The fastener shall be installed at one-third points between girts. Blind rivets *shall be stainless steel.*

Mastic:

- a. Standard mastic shall be preformed bead type meeting or exceeding Military Specification MIL-C-18969, Type 2 Grade B.
- b. At roof side laps, a permanently pliable three thirty seconds by one half inch preformed bead of mastic shall be placed on the under lapping rib in a bead of constant cross section to insure continuous contact of the mastic with the upper and lower panels.

Base Angle:

- a. Base angle for exterior perimeter of building shall be a roll formed section, shaped such that panel fasteners at base are not exposed to the interior of building.
- b. Base angle shall be 18 gage material prepainted

Conforming ridge caps, which are required, per standard of manufacturer, shall be not less than 26 gauge, hot dip galvanized steel with not less than 1.25 ounces of zinc per square foot of surface. Ridge cap shall have factory painting to match roof panels. **Conforming three foot ridge caps which match the panel configuration and the roof pitch are required.**

Concrete Foundations and Slab Floors.

a. Concrete Foundations

P.C. concrete with 15% flyash replacement by weight of cement of type I.P. & P. Permanente Portland-Pozzolan cement meeting ASTM C595 with 15% by weight or Port Costa 1/4" X 8 mesh light weight aggregate as produced by Kaiser Sand and Gravel Co., Santa Maria plant and minimum 28 day strength of 3000 psi shall be used. Provide mix design by state certified laboratory for approval 5 days prior to beginning any concrete work. Install in accord with approved foundation plan. Slump shall not exceed 3" for foundations.

b. P.C. Concrete Floor Slabs

1. P.C. concrete with 15% flyash replacement by weight of cement of type I.P. & P. Permanente Portland-Pozzolan cement meeting ASTM C595 with 15% by weight or Port Costa 1/4" X 8 mesh light weight aggregate as produced by Kaiser Sand and Gravel Co., Santa Maria plant and minimum 28 day strength of 3000 psi shall be used. Provide mix design by state certified laboratory 5 days prior to any desired use for review and approval. Slump shall not exceed 4".

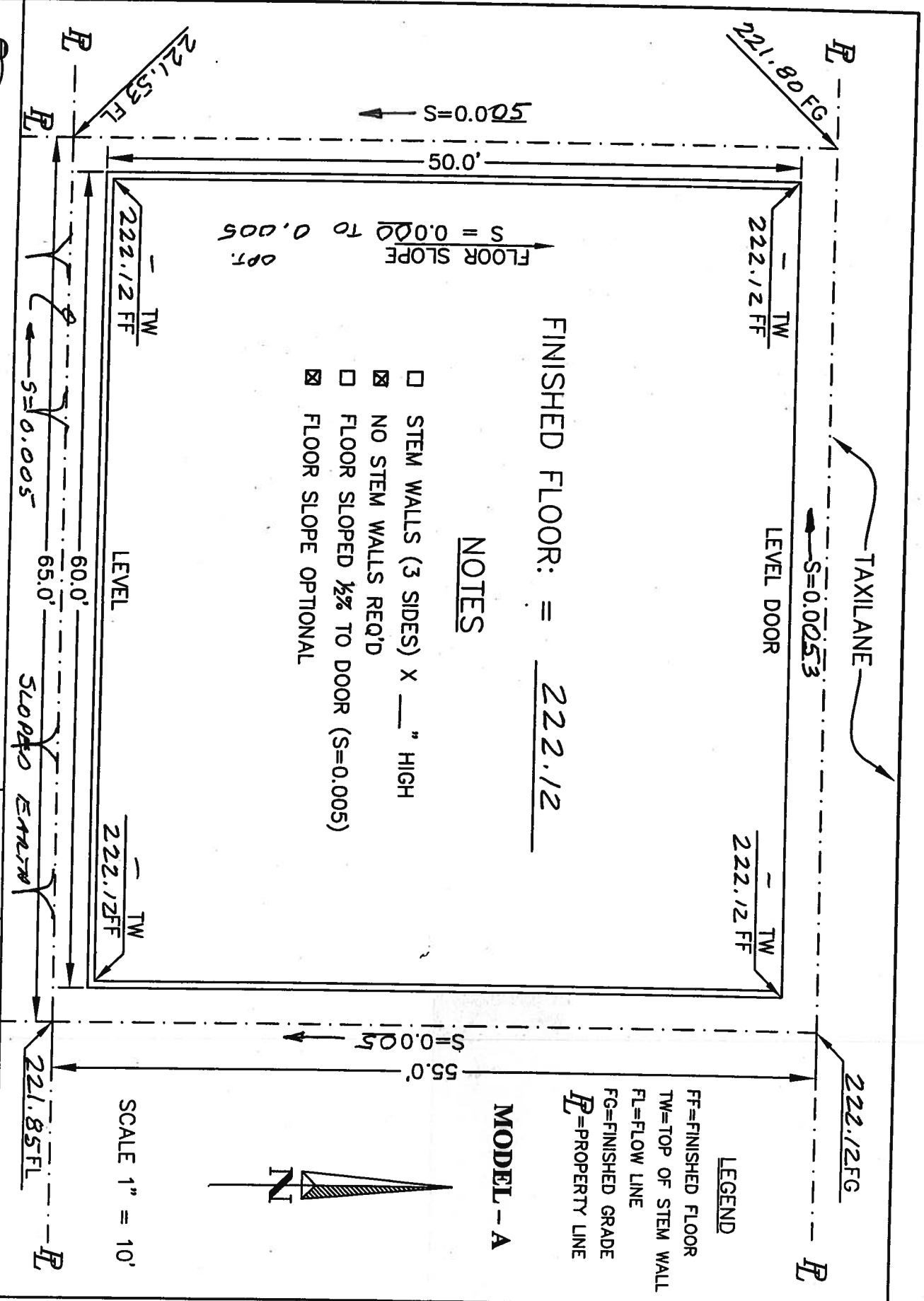
Contraction Joints

Determined by size of slab using ratio of 2.5 times thickness of slab measured in feet.

Lease Site:

Entire site must be covered with impermeable material. If site is not fully paved, suitable material must be approved by General Manager.

All drainage must flow to taxilane in front of hangar.



FINISHED FLOOR: = 222.12

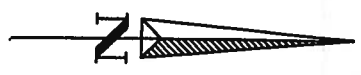
NOTES

- STEM WALLS (3 SIDES) X ___ " HIGH
- NO STEM WALLS REQ'D
- FLOOR SLOPED 1/2% TO DOOR (S=0.005)
- FLOOR SLOPE OPTIONAL

LEGEND

- FF=FINISHED FLOOR
- TW=TOP OF STEM WALL
- FL=FLOW LINE
- FG=FINISHED GRADE
- F=PROPERTY LINE

MODEL - A



SCALE 1" = 10'

SANTA MARIA PUBLIC AIRPORT DISTRICT
 3217 TERMINAL DRIVE SANTA MARIA, CA 93455

LOT # 5

ADDRESS: 2989 - C

EXHIBIT C

HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Premises or the Airport causes or threatens to cause a nuisance upon the Premises or the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

EXHIBIT "D"

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B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Premises or Airport or migrating or threatening to migrate from the Premises or the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Premises or the Airport as the result of "Tenant"'s use or occupancy of the Premises or the Airport or as the result of any of "Tenant"'s (or "Tenant"'s agents, employees, invitees or officers') actions or omissions, regardless of whether the existence of such "Hazardous Materials" or the violation of "Environmental Requirements" arose prior to the present ownership or operation of the Premises, and including without limitation:

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1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises or the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

2. Fees incurred for the services of attorneys, consultants, "Tenant"s, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Premises or the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises or the Airport.

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EXHIBIT "E"

RIDER

Rider to the Owner/Built Hangar Site Lease and Agreement dated February 26, 2004, and commencing March 1, 2004 herein called "Lease & Agreement") between Santa Maria Public Airport District (herein called "District") and Marquis J. G. Miller, "An Individual", (herein called "Tenant").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

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

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon, and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.


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9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

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

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

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

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

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FIRST AMENDMENT OF LEASE AND AGREEMENT

Re: Lease and Agreement dated March 1, 2004, between SANTA MARIA PUBLIC AIRPORT DISTRICT and Marquis Miller for a Hangar Site 05, located at 2989-C Airpark Drive, at the Santa Maria Public Airport for a term expiring February 29, 2044, plus options (the "Lease").

The undersigned, SANTA MARIA AIRPORT DISTRICT ("District") and Marquis Miller ("Tenant") do hereby agree to amend the Lease, effective December 8, 2005, as follows:

1. Paragraph 13, Utilities, is amended to add the following immediately after the first paragraph, to read as follows:

"13. Utilities. (First paragraph remains as stated in Lease). Then add:

" Notwithstanding the immediately preceding paragraph, Tenant wished to avoid the cost of a separate water meter. Tenant therefore requested District to increase the size of District's water meter for the hangar area restroom and wash rack from a ¾-inch to a 1-inch meter to provide the water requested by Tenant and other hangar tenants. The larger meter cost District \$7,350.00 more than the smaller meter.

"Tenant shall pay his/her pro rata share of District's costs of enlarging the meter, less any deposit received from Tenant. Tenant's pro rata share will depend on the number of tenants requesting and paying for water at this time. Payment must be received prior to submission of this executed amendment to District.

"In addition, as long as the Premises are connected to District's pipeline, Tenant shall also pay its pro rata share of District's costs of providing water to the hangars, as additional rent, on or before the first calendar day of each month during the term, or extended term, regardless of whether Tenant has occupied his/her hangar or used any water during the billing cycle. The amount for each hangar tenant will be the same. Initially, Tenant's rent shall be increased by Fifteen Dollars (\$15) per month, effective the day Tenant connects to the District's pipeline. Tenant's share of the water and sewer bill will include payment for water used by the public at the wash rack at the terminus of the pipeline beyond the hangars. District has installed a sub-meter at the hangar area restroom. District will read the submeter and pay for water for hangar area public restrooms.

"District will periodically review its costs of providing water, including, but not limited to, staff time in reading the submeter at the hangar area restrooms, and dealing with water related issues. At that time, District may set a new monthly water charge and increase Tenant's rent accordingly, after thirty (30) days' written notice. Tenant may terminate water service at any time after thirty (30) days' written notice to District.

In the event Tenant elects to terminate water service Tenant's rent shall be reduced by the water component of the rent and other tenants' rent may be increased. Tenant shall forfeit any payments made under this Amendment, and shall not be entitled to any refund from District.

"Tenant shall obtain all appropriate permits from the City of Santa Maria to connect its hangar to District's pipeline. All connections shall comply with the City approved plan previously supplied to Tenant. In addition, it shall also include a "lockable valve" at a location specified by District. Only California licensed, bonded and insured plumbers may perform the connection work. Tenant shall maintain the plumbing from District's pipeline to the Premises. Tenant shall indemnify, defend and hold harmless District, its officers, employees, directors, agents and representatives from and against any and all liability, loss, liens, claims or demands, arising from or related to Tenant's plumbing installation on District's property or Tenant's use of water on the Premises.

"Tenant acknowledges that District's pipeline carries City of Santa Maria water. Tenant releases District from all liability to Tenant for water availability, quality, quantity or pressure.

"In the event additional tenants request a connection to District's pipeline, District may, at its sole discretion, permit or not permit the connection (at a price set by District). District shall retain any money received for future connections.

"District reserves the right at any time after January 1, 2008 to disconnect all hangar tenants' plumbing from District's pipeline, at District's cost, if District determines, in the exercise of District's reasonable discretion, that the administration of a single meter system is not cost effective, is too burdensome, or results in the expenditure of too much staff time. In such event, if District is able to reduce the size of its meter and obtain a refund from the City of Santa Maria, District shall distribute to Tenant, Tenant's pro rata share of any such refund, to the extent of Tenant's payment.

All of the terms, covenants, conditions, provisions and agreements of said Lease, as amended, shall remain in full force and effect.

Date: December 8, 2005

APPROVED AS TO CONTENT FOR DISTRICT:


General Manager

APPROVED AS TO FORM FOR DISTRICT:

LANDLORD:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: 
President

By: 
Secretary

Frank DeRosa
District Counsel

Date: 12-5-, 2005

TENANT:
[Signature]

F:Admin Secy/Owner Build/HangarLeaseAmend 1

SECOND AMENDMENT OF LEASE AND AGREEMENT

RE: Lease and Agreement dated March 1, 2004, between SANTA MARIA PUBLIC AIRPORT DISTRICT and MARQUIS J. G. MILLER, An Individual, (the "Lease") agree as follows:

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and MARQUIS J. G. MILLER ("Tenant") hereby agree to amend the Lease effective May 28, 2009, as follows:

1. The Tenant under the Lease shall be changed to; MARQUIS J. G. AND EMANDA B. MILLER, husband and wife as joint tenants. Marquis J. G. Miller and Emanda B. Miller share all rights, title and interest of Tenant in the Lease and agree to perform, fulfill and be bound by all the terms, covenants, conditions, and obligations required to be performed as Tenant under the Lease

All other terms, covenants, conditions, provisions and agreements of said Lease, as amended, shall remain in full force and effect.

Dated: May 28, 2009

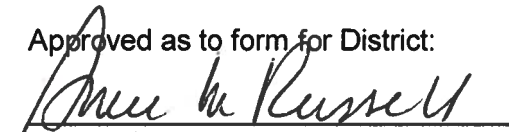
SANTA MARIA PUBLIC AIRPORT DISTRICT

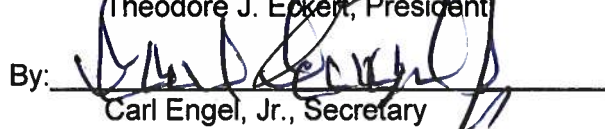
Approved as to content for District:


General Manager

By: 
Theodore J. Eckert, President


Approved as to form for District:


District Counsel

By: 
Carl Engel, Jr., Secretary

TENANT:


MARQUIS J. G. MILLER


EMANDA B. MILLER



2225 Skyway Dr.
Santa Maria, CA 93455
T: 805-937-9836 | C: 805-714-3526

Dear Santa Maria Public Airport District Team,

We at New Life Companies are reaching out with a proposal for leasing a specific area within your district. As a business specializing in restoration services, we are in search of approximately 4,000 - 6,000 square feet of open land to support our operational needs.

Our intention is to use this space for placing 6 to 10 forty-foot long containers, which will securely store equipment and client contents during our restoration projects. Given the nature of our work, some projects require storage solutions for up to four months. Consequently, we are proposing a yearly lease agreement, which would provide us the necessary flexibility and stability for our operations.

Attached, you will find a map indicating the area we are interested in leasing. We believe this specific location aligns perfectly with our requirements and will cause minimal disruption to the surrounding environment and airport district activities.

We are open to discussing the lease terms, pricing, and any other conditions you might have. Our objective is to establish a mutually beneficial partnership with the Santa Maria Public Airport District.

We look forward to the opportunity to discuss this proposal in greater detail. Your consideration of our request is greatly appreciated, and we are excited about the potential of working together.

Thank you for your time and consideration.

Best regards,

Noah Winkles

President

New Life Painting | New Life Bath & Kitchen | New Life Restoration

GROUND LEASE - EQUIPMENT STORAGE

THIS LEASE, dated February 22, 2024, is made and executed by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a Public Airport District of the State of California (herein called "District") and New Life Bath & Kitchen. (herein called "Lessee").

1. Leased Premises. District hereby leases to Lessee, and Lessee leases from District, for the term and rents, and upon the terms, conditions and covenants contained herein, the unimproved real property at the Santa Maria Public Airport (the "Airport") in Santa Maria, California, consisting of approximately 6,000 square feet within Assessor's Parcel No. 111-230-93, generally located on the ramp immediately west of Blosser Road and between Citation Court to the north and the perimeter road to the south, as shown cross-hatched on the plot plan marked Exhibit "A" attached hereto and made a part hereof (herein referred to as the "Premises" or "Leased Premises") subject to all existing and future easements, rights, encumbrances, rights-of-way, and matters of record.

Lessee is aware that the Premises are not a legal parcel. If the City of Santa Maria requires a parcel map for development of the Premises, Lessee shall pay all costs.

2. Lease Term. The term of this Lease shall be one (1) year commencing March 1, 2024, (herein referred to as the "Term" or "term of this Lease").

3. Rent.

a. Monthly Rent. During the term of this Lease, Lessee shall pay rent to District in the amount of \$300.00 per month (\$0.05 per square foot).

b. Monthly Rent Increases: The monthly rent shall be adjusted annually on July 1 of each calendar year, upwards but not downwards, by the percentage proportion of the change of the Consumer Price Index, All Items, 1982-84 = 100, Los Angeles-Anaheim-Riverside, For All Urban Consumers (the "CPI") published by the United States Department of Labor, Bureau of Labor Statistics, or a successor in function, for the most recent 12-month period available before the adjustment period.

c. Payment. Rent is payable on or before the first day of each calendar month during the term without prior notice, demand, deduction or offset at District's office at 3217 Terminal Drive, Santa Maria, California 93455 or such other address as District may direct Lessee in writing.

d. Late Charge. Lessee acknowledges that late payment of rent by Lessee to District will cause District to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for

a whole day, if the date the rent installment is due falls on a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day), Lessee shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the rights and remedies available to District.

e. Additional Rent. The rent shall be absolutely net to District. Lessee shall pay all costs, fees, taxes, liens, interest, insurance, charges, expenses, assessments, reimbursements, maintenance and obligations of every kind and nature whatsoever relating to the Leased Premises or the improvements to be constructed thereon that may arise or become due during the term or any extended term of, or arising out of the provisions of, this lease ("Additional Rent"). Lessee shall indemnify and save District harmless from and against Additional Rent. Should Lessee fail to pay any Additional Rent when due, District shall have all of the rights, powers and remedies provided for in this lease in the event of nonpayment of rent or other event of default. District shall at all times have the right (at its sole election and without any obligation to do so) to advance on behalf of Lessee any amount payable under the terms hereof by Lessee, or to otherwise satisfy any of Lessee's obligations hereunder deemed necessary to protect the interests of District under this lease. No advance by District shall operate, as a waiver of any of District's rights under this lease and Lessee shall remain fully responsible for the performance of its obligations under this lease. Any sums so paid by District shall constitute Additional Rent and shall be immediately due and payable from Lessee. Lessee shall reimburse District for all sums paid by District under this paragraph, together with all of District's reasonable attorneys' fees and costs, plus interest on all sums expended at the rate of ten percent (10%) per annum from the date paid by District to the date paid by Lessee.

4. Compliance with Laws. Lessee shall secure and maintain in force during the term of this Lease all licenses and permits necessary or required by law for the conduct of Lessee's operations. Lessee shall abide by and comply with, at Lessee's sole cost and expense, all applicable and valid laws, ordinances, statutes, rules, regulations and orders of federal, state and local governments and governmental agencies, including, but not limited to, any and all regulations concerning hazardous or toxic materials air and/or water quality, fire and/or occupational safety, and accessibility, which may apply to the conduct of Lessee's operations on the Premises, at Lessee's sole cost and expense.

Lessee shall observe, obey, abide by and pay all costs of compliance with any and all rules, regulations and operating procedures now in force or hereafter adopted by District with respect to the operation of the Airport.

Lessee agrees and understands that the rules, regulations, and operating procedures of the District shall be subject to change and/or additions from time to time, as determined by District.

5. Permitted Uses of Premises and Lessee Obligation. Lessee shall use the Premises only for storage of shipping containers which will store equipment and client contents.

Lessee shall not use the Premises or any portion thereof for any other purpose, without the prior written approval of District. Lessee shall use the Leased Premises and the Improvements only for this purpose or other uses approved in writing by District. In the event of any unapproved use, District may, at its option, immediately terminate this Lease. Nothing contained herein shall be deemed to give Lessee exclusive rights at the Airport in connection with any of the permitted uses herein.

6. Specific Prohibited Uses. Lessee shall not use or permit use of the Premises, or any portions thereof, for any of the following purposes:

a. Any use not specifically authorized by or incidental to the uses permitted by Paragraph 5 of the Lease.

b. Use any portion of the Premises contrary to or in violation of this lease or of directives, rules or regulations of the District, as they exist now or in the future, or of any governmental entity or agency having jurisdiction.

c. Storage of fuel on the Premises other than inside fuel tanks of vehicles parked on the Premises.

d. Store on the Premises any property or articles or conduct any activities or operations which are not directly related or incident to the permitted uses in Paragraph 5 of this Lease or store any property other than vehicles or trailers outside any building.

e. Use or locate on the Premises any material which would cause sunlight to be reflected toward an aircraft on initial climb or final approach.

f. Any use, activity, or improvement, which will generate smoke affecting aircraft visibility or attract large concentrations of birds or which may otherwise affect safe air navigation.

g. Any use or activity which would direct steady or flashing lights at aircraft during initial climb or final approach or otherwise interfere with or create a hazard to the operation of the Airport.

h. Locate, erect, or construct any structure, improvement or allow a tree in excess of 20 feet above ground level in height (or 284 feet above mean sea level) unless such tree, structure or improvement does not penetrate any FAR Part 77 imaginary surface associated with the Airport.

i. Spray painting, except spray painting of aircraft in an approved paint booth.

j. Any business or use which is in violation of any applicable zoning ordinances or other laws.

k. Locate, erect or construct or permit the location, erection or construction of any object or structure without specific prior written approval of District.

l. Store any flammable or inflammable liquids, substances, and explosives, hazardous or toxic materials other than fuels inside vehicle fuel tanks.

m. Any use, activity or improvement which will interfere with or may otherwise affect safe air navigation or create a hazard to aeronautical activities or to the operation of the Airport.

n. Sale of gasoline, aviation, jet, or other fuels.

o. Use any paint stripping or aircraft finish removal process

p. Washing of any aircraft equipment or vehicles where runoff and/or wastewater will directly enter District's storm drain system or City sewer system without permit or approved treatment.

7. Security. District shall have no obligation to provide additional security that is greater than the normal operations of the Airport or to provide lighting for the Premises.

8. Maintenance.

a. Lessee's Duty to Maintain. Lessee shall, at Lessee's sole cost and expense, keep and maintain the Premises, and all alterations, additions and improvements on the Premises in good, safe, sanitary and clean order, condition and repair at all times in accordance with all applicable laws, rules, ordinances, orders and regulations of any governmental agency or body having jurisdiction. Lessee waives all rights to make repairs at the expense of District. Lessee shall keep the Premises, at Lessee's expense, clean and free from litter, garbage, refuse and debris at all times. Lessee shall take reasonable measures to protect the Leased Premises and airport from infestation of birds, insects, rodents and other pests. Lessee shall maintain all landscaping at all times. Lessee shall comply with all reasonable orders and instructions of District's General Manager in the use of the Leased Premises, which the General Manager deems to be in the best interest of the District, the public or users of the Airport, or for their safety and welfare.

If Lessee fails to maintain or make repairs as required herein, District shall have the option, but not the obligation, of making necessary corrections after a reasonable written notice from District of its intent to do so. All costs incurred by District in making said corrections, including but not limited to the cost of labor, materials, equipment and administration, shall be Additional Rent, and Lessee shall pay the same immediately upon receipt of a statement of District's costs. District may, at its option, choose other remedies available herein as allowed by law.

Nothing in this section defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove, or replace any improvement, or as limiting provisions relating to condemnation or to damage or destruction

during the final years of the lease term. No deprivation, impairment or limitation of use resulting from any event or work contemplated by this section shall entitle Lessee to any offset, abatement, or reduction in rent nor to any termination or extension of the leased term.

b. Damage to and Destruction of Improvements. Lessee shall promptly and diligently repair, restore, and replace as required to maintain in accordance with the immediately preceding paragraph, or to remedy all damage to or destruction of all or any part of the improvements on the Premises. The completed work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality, and use to the condition of the Improvements before the event giving rise to the work, valued as if the improvements had been maintained in accordance with the Lease. District shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises. District's election to perform any obligation of Lessee under this provision after Lessee's failure or refusal to do so shall not constitute a waiver or any right or remedy for Lessee's default. Lessee shall promptly reimburse, defend and indemnify District against all liability, loss, cost and expense arising from it.

9. Utilities. District shall have no responsibility to provide utility service or extensions of any kind to the Premises, and any such utility service or extension by Lessee shall be at Lessee's sole cost and expense after consent by District as provided in Paragraph 15 herein.

10. Nuisance. Lessee shall not commit, or suffer or permit waste, excessive noise, obnoxious odors, excessive dust or any other nuisance on the Leased Premises constituting an unreasonable interference with other District tenants or persons using the Airport.

11. Taxes, Licenses. Lessee shall pay before delinquency any and all taxes, (including real property and possessory interest taxes, assessments, fees or charges which may be imposed, levied or assessed upon any leasehold or possessory interests of Lessee, or Lessee's occupancy of the Premises, and personal property, structures, improvements or fixtures owned, controlled or installed by Lessee. Lessee acknowledges that by entering into this lease, a possessory interest, subject to taxation, may be created. Lessee agrees to pay all such taxes. Lessee shall also secure and maintain in force during the term of this lease all licenses and permits necessary or required by law for the conduct of Lessee's operations.

12. Assumption of Risks/Acceptance of Property Condition. Lessee represents that Lessee has inspected the Premises and accepts the condition of the Premises and fully assumes all risks incidental to the use of the Premises. District shall not be liable to Lessee's agents, employees, visitors, guests or invitees from any cause or condition whatsoever. District makes no warranty of the suitability of the Premises for the purpose contemplated by Lessee by entry hereunder or that the Leased Premises are zoned for the uses permitted herein.

By entry hereunder, Lessee accepts the Premises in its present condition and agrees on the last day of the term or sooner termination to immediately surrender to District the Premises in the same or better condition as when received, damage by acts of God or by the elements excepted, subject to the provisions of Paragraph 16 (Alterations and Improvements).

13. Indemnity. Lessee shall investigate, protect, defend (with counsel acceptable to District) indemnify and hold harmless District, its directors, officers, employees, agents and representatives, and the Leased Premises (collectively "District") at all times from and against any and all liability, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to (collectively "Liability or Loss") arising out of or in any way connected with: the acts or omissions of Lessee or its officers, agents, employees, guests, customers, licensees or invitees; or Lessee's operations on, or use or occupancy of, the Premises or the Santa Maria Public Airport. The foregoing indemnification excludes only liability, damages or loss caused by the sole active negligence of District or its willful misconduct. Lessee shall also indemnify and hold District harmless from and against any Liability or Loss, including third party claims, environmental requirements and environmental damages (as defined in Exhibit "B", Hazardous Material Definitions) costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Leased Premises or the improvements thereon or District's property or improvements in the vicinity of the Leased Premises) of whatever kind or nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal ("release, etc.") of any toxic or hazardous materials (defined in Exhibit "B") which occurs in, on or about the Leased Premises as the result of any of Lessee's or Lessee's agents, employees, invitees, licensees, guests, or Lessee's activities on the Leased Premises. Lessee shall notify District immediately of any "release, etc." of any toxic or hazardous material on the Leased Premises.

14. Insurance. Lessee shall secure and maintain, without cost to District, in full force and effect at all times during the term of this lease, the following types and amounts of insurance:

a. Comprehensive general public liability insurance, including bodily injury and death liability insurance, property damage liability, completed operations and products liability coverage and contractual liability with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00) for each accident or occurrence and with no more than a Three Thousand Dollars (\$3,000.00) deductible for each accident or occurrence.

District shall be named as an additional insured in each policy required herein without offset to any insurance policies of the District. All policies shall be issued by companies licensed to do business in California and having a Best's rating of "A". Lessee shall provide District with copies of all insurance certificates issued by the insurer, including in each instance an endorsement or certificate providing that such insurance shall not be canceled, or coverage reduced except after thirty (30) days' written notice to District and an endorsement insuring the contractual liability assumed by Lessee in the Indemnity paragraph of this Lease. The coverage, form and liability limits of all insurance may be increased at the option of District's Board of Directors after giving Lessee at least ninety (90) days' prior written notice.

All insurance policies shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of District that might otherwise result in a forfeiture of the insurance, (2) the insurer waives the right of subrogation against District and against District's agents and representatives, and (3) the policies are primary and noncontributing with any insurance that may be carried by District.

15. Alterations and Improvements. Except as expressly permitted herein, Lessee shall make no alterations, additions or improvements on the Premises or otherwise at the Airport without District's prior written consent. The District reserves the right to approve the architecture, design, color and exterior appearance of all improvements. All improvements must be approved by District prior to construction, except interior, non-structural alterations or improvements after construction of the initial facility. All improvements, equipment, trade fixtures and facilities installed by Lessee shall be installed and used in compliance with local, state and federal laws, ordinances, regulations and codes applicable thereto. All alterations, additions or improvements made by Lessee at the Airport shall be the property of Lessee during the term, but shall become District's property at expiration or termination, free of any liens or claims by Lessee or others, unless District advises Lessee in writing to remove any or all improvements within ninety (90) days after termination or expiration of this Lease. If so advised by District to remove other improvements, Lessee shall remove such improvements, at Lessee's expense, immediately thereafter. Lessee shall restore District's property to at least its former condition and repair any damage resulting from any removal. Lessee shall defend and indemnify District against any claims arising from District's exercise of rights conferred by this section.

16. Access. Lessee and Lessee's employees, agents, representatives, customers, or invitees arriving by vehicle shall access the Premises only from Blosser Road.

17. Use of Hazardous Material. Lessee may not make any application of any pesticide, herbicide, rodenticide, fungicide or potentially hazardous material except under the direct supervision of a certified pest control operator, pest control applicator, or qualified applicator, whichever is appropriate to the material being applied and the process used to apply it. No hazardous material may be used on the Premises except by a person who is able to read and understand attached labels and precautions.

18. Federal Aviation Administration Rider Attached. The provisions of the FAA Rider attached hereto as Exhibit "C", consisting of four pages, are incorporated herein and made a part hereof.

19. Right of Entry. District, on its behalf and on behalf of authorized agents of District, County of Santa Barbara and City of Santa Maria, utility companies, and any public agencies having jurisdiction over the Premises or Lessee's operations reserve the right to enter the Premises between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or at other times by mutual agreement, for the purpose of inspecting the same, or to make repairs or for any reasonable purpose, and at any time in case of an emergency.

20. Condemnation. In the event of any taking or damage of all or any part of the Premises or any interest therein by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part of the Premises or any interest therein made in avoidance of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") during the term of this lease, this lease shall terminate as of the date of such appropriation, the rental shall be prorated to the date of termination, and all sums, including damages and interest, awarded for the fee or leasehold, or both, shall be promptly distributed and disbursed in the following order of priority:

a. To District, a sum equal to the value of the Premises taken, valued as unimproved land at its highest and best use, exclusive of improvements and unburdened by all leases and subleases;

b. To Lessee, a sum equal to the value of Lessee's buildings and any improvements which are still owned by Lessee and which were placed on the Premises by Lessee and located thereon at the time of such taking or appropriation, less District's reversionary interest, plus compensation for the value of Lessee's trade fixtures, equipment and supplies taken or appropriated plus compensation for loss or damage to Lessee's business goodwill; and

c. To District, the balance of the award.

21. Termination by District. Notwithstanding any other provisions contained in this lease, District in addition to any right of termination as a matter of law or any other right herein given to District, may at its option cancel and terminate this lease and agreement, by written notice thereof given to Lessee, upon or after the occurrence of any of the following events:

a. Filing by or against Lessee of a voluntary or involuntary petition in bankruptcy or for reorganization unless the bankruptcy is dismissed within ninety (90) days of filing), or taking of Lessee's assets pursuant to a proceedings under the Federal Reorganization Act, or the adjudication of Lessee as a bankrupt, or the appointment of a receiver of Lessee's assets, unless the receiver is removed within ninety (90) days of appointment, or divestiture of Lessee's assets or estate herein by operation of law or otherwise, or assignment by Lessee of its assets for the benefit of creditors.

b. The breach by Lessee or failure of Lessee to keep, observe or perform any of the covenants, conditions or provisions herein contained on the part of Lessee to be observed, kept or performed; provided, if Lessee fails to comply with any term, provision or covenant of this Lease, other than the payment of monthly rent or fuel flowage fees, District shall provide Lessee with a notice of default and give Lessee a ten (10) day period to cure the default. District may grant a longer period of time to cure such default as long as Lessee commences to cure the default within the ten (10) day period and diligently proceeds to cure the default thereafter.

c. Dissolution or liquidation of Lessee of all or substantially all of its assets.

d. The transfer, in whole or in part, of Lessee's interest in this lease or in the Premises, or any rights hereunder, by operation of law, whether by judgment, attachment, execution, process or proceeding of any court or any other means.

22. Development Costs. Lessee shall bear all costs and expenses of development of the Premises, including, but not limited to, on and off-site improvements, removal of concrete and other pavement on the Premises, permits, fees, applications, environmental and plan review, subdivision or parcel map (if applicable), rezoning, general plan amendment, and review by the Santa Barbara County Airport Land Use Commission.

23. Remedies on Default. In addition to any other remedy District may have under this agreement or by operation of law or in equity, District shall have the right, in the event of Lessee's nonpayment of rent required under this lease, or in the event of default of any of the terms or conditions of this lease, subject to prior notice of default and right to cure, or if Lessee shall abandon or vacate the Leased Premises, to do the following, cumulatively or in the alternative:

a. Re-entry after Termination. To terminate this lease upon written notice to Lessee and re-enter the Leased Premises and eject some or all persons, or none, and remove all property, other than District's property, from the Leased Premises or any part of the Leased Premises. Any property removed from the Leased Premises upon re-entry by District under this paragraph may be stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, and District shall have no liability therefore.

b. Re-entry without Termination. Without terminating this lease, District may re-enter the Premises at any time and from time to time re-let the Premises and the improvements thereon or any part or parts of them for the account of and in the name of Lessee or otherwise. District may at District's election eject some or all persons or none. In the event of re-letting, District shall be entitled to all rents from the use, operation or occupancy of the Premises or the improvements thereon, or both. Lessee hereby appoints District its attorney-in-fact for the purpose of such leasing. Lessee shall nevertheless pay to District on the due dates specified in this lease the equivalent of all sums required of Lessee under this lease, plus District's expenses, including but not limited to remodeling expenses, commissions and advertising costs, less the avails of any re-letting or attornment. No act by or on behalf of District under this provision shall constitute a termination of this lease unless and until District gives Lessee written notice of termination.

c. Termination after Re-letting. Even though District may have re-let the Premises, District may thereafter elect to terminate this lease and all of Lessee's rights in or to the Premises.

d. Lessee's Personal Property. After entry or taking possession of the Premises, District may, at District's election, use Lessee's personal property and trade fixtures or any of such property or fixtures without compensation or store them for the account of and at the cost and risk of Lessee or owners thereof. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

e. Assignment of Subrents. Lessee assigns to District all subrents and other sums falling due from subtenants, licensees and concessionaires up to the amounts due District under this lease (herein called "subtenants") during any period in which District has the right under this lease, whether exercised or not, to re-enter the Premises for Lessee default, and Lessee shall not have any right to such sums during the period. District may, at District's election, re-enter the Premises and improvements with or without process of law without terminating this lease, and either or both collect these sums or bring action for the recovery of the sums directly from such obligors.

f. Termination and Remedy in Damages. No waiver by District of a default by Lessee of any of the terms, covenants, conditions or provisions hereof to be kept, observed or performed shall be construed to be a waiver by District of any subsequent default. If Lessee

breaches this lease and abandons the property before the end of the term, or if its right to possession is terminated by District because of Lessee's breach of this lease, this lease terminates. On such termination, District may elect to recover the following damages from Lessee:

(1) The worth at the time of award of the unpaid rent, which had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided.

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate District for all the detriment proximately caused by Lessee's failure to perform its obligations under this lease, or which in the ordinary course of things would be likely to result therefrom; and

(5) At District's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

The "worth at the time of award" of the amounts referred to in subparagraphs (i) and (ii) above is computed by allowing interest at the maximum legal interest rate. The worth at the time of award of the amount referred to in subparagraph (iii) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

24. Assignment, Subletting and Encumbering. Lessee shall not assign, transfer, mortgage, encumber or grant control of this lease or any interest, right or privilege herein or sublet the whole or any portion of the Leased Premises. Any such assignment, mortgage, encumbrance, transfer or sublease shall be void and, at the option of District, shall terminate this lease.

25. Signs. No sign, advertisement, notice or other lettering shall be inscribed, painted or affixed by Lessee on any part of the Leased Premises or on any portion of the Airport without the prior written consent of the District. Any such sign, advertisement, notice or other lettering must be removed by Lessee at Lessee's expense before the end of the term of this lease, including repair of any damage in such removal. Any sign not removed at the end of the term shall be deemed abandoned and may be retained as property of the District or may be removed by District, in which case Lessee shall pay District the cost of removal thereof. All signs shall be kept in good repair and condition by Lessee. All signs must conform to applicable ordinances and regulations of the City of Santa Maria and approval of the District.

26. Notices. All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Lessee at 2225 Skyway Drive, Santa Maria, CA 93455. Either party may at any time change its address for such notice by giving written notice of such change to the other party. Any notice provided for herein shall be deemed delivered upon being deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

27. Attorneys' Fees. In the event either party commences any legal action or proceeding against the other party arising out of or in any way related to this lease, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court (including the reasonable value of services rendered in such action by District's appointed District Counsel).

28. Quitclaim. At the expiration or earlier termination of this lease, Lessee shall execute, acknowledge and deliver to District within thirty (30) days after written demand from District to Lessee any quitclaim deed or other document required by any reputable title company to remove the cloud of this lease from the real property subject to this lease.

29. Covenants and Conditions. Each term and each provision of this lease agreement performable by Lessee shall be construed to be both a covenant and a condition.

30. Time of Essence. Time is of the essence of each term, condition and provision of this lease agreement.

31. Waiver. One or more waivers by District of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. District's consent to or approval of any act by Lessee requiring District's consent or approval shall not be deemed to waive or render unnecessary District's consent to or approval of any subsequent or similar act by Lessee. No act or thing done by District or District's employees or agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by District. No provision of this agreement shall be deemed to have been waived by District unless such waiver be in writing signed by District.

32. Subordinate to Specified Matters. This Lease and Lessee's rights hereunder are subject and subordinate to all conditions, reservations, restrictions, easements, rights, rights-of-way, and encumbrances affecting the Premises now of record or hereafter granted, caused or suffered by District.

33. Captions. Captions appearing herein are for convenience of reference only and shall not govern the construction of this agreement.

34. Invalidity. If any provision of this Lease shall be held by a court of competent jurisdiction to be invalid, the remainder of this Lease shall continue in full force and effect and shall in no way be affected or invalidated thereby.

35. Integration. This Lease contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by the parties to this Lease.

36. FAA Approval. This Lease is made subject to any approval of the Federal Aviation Administration which may be required.

37. Binding Effect. This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

38. Holding Over. Any holding over by Lessee after the expiration of this Lease, with the express or implied consent of District, shall be on a month-to-month tenancy only, at the last month's rent due under the Lease.

39. Surrender and Site Assessment. Lessee agrees on the last day of term hereof or sooner termination to surrender to District forthwith the Premises in the same or better condition as when received, damage by acts of God or by the elements excepted.

Within thirty (30) days of expiration or sooner termination of this Lease, Lessee shall, at Lessee's sole cost and expense, cause to be conducted a site assessment of the Premises to determine that the Premises are free of any hazardous material or contamination therefrom. The nature and extent of the site assessment and the selection of the person performing the site assessment and certification shall be approved by District, whose approval shall not be unreasonably withheld. The Premises shall be certified to be free of any hazardous material or contamination therefrom by a person certified by the appropriate governmental agency to conduct such site assessments. Any contamination or environmental damage on the Premises or originating on the Premises and migrating off the Premises shall be remediated by Lessee to meet or exceed the strictest governmental standards, requirements and to District's satisfaction. If, at the expiration or sooner termination of this Lease, different standards or requirements exist for properties with different uses, then Lessee shall remediate any contamination or environmental damage to the strictest standards and requirements for aviation and/or commercial use. Lessee shall be responsible for all remedial investigation and remediation, including submission and approval of the remediation closure plan. Lessee shall not be responsible for remediation of hazardous material or contamination occurring on adjacent property not leased to Lessee and migrating onto the Premises, unless Lessee is responsible for the hazardous material or contamination on the adjacent property.

40. Disclaimer of Partnership. The relationship between the parties is one of landlord and tenant only. This Lease does not constitute a partnership or joint venture or agency agreement between the parties.

41. Interpretation and Venue. This Lease is to be interpreted in accordance with the laws of the State of California. Any legal action relating to this Lease shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

IN WITNESS WHEREOF, the parties have duly executed this Lease.

DISTRICT:

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By: _____
Ignacio Moreno, President

Approved as to form for District:

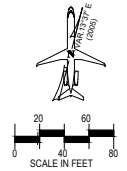
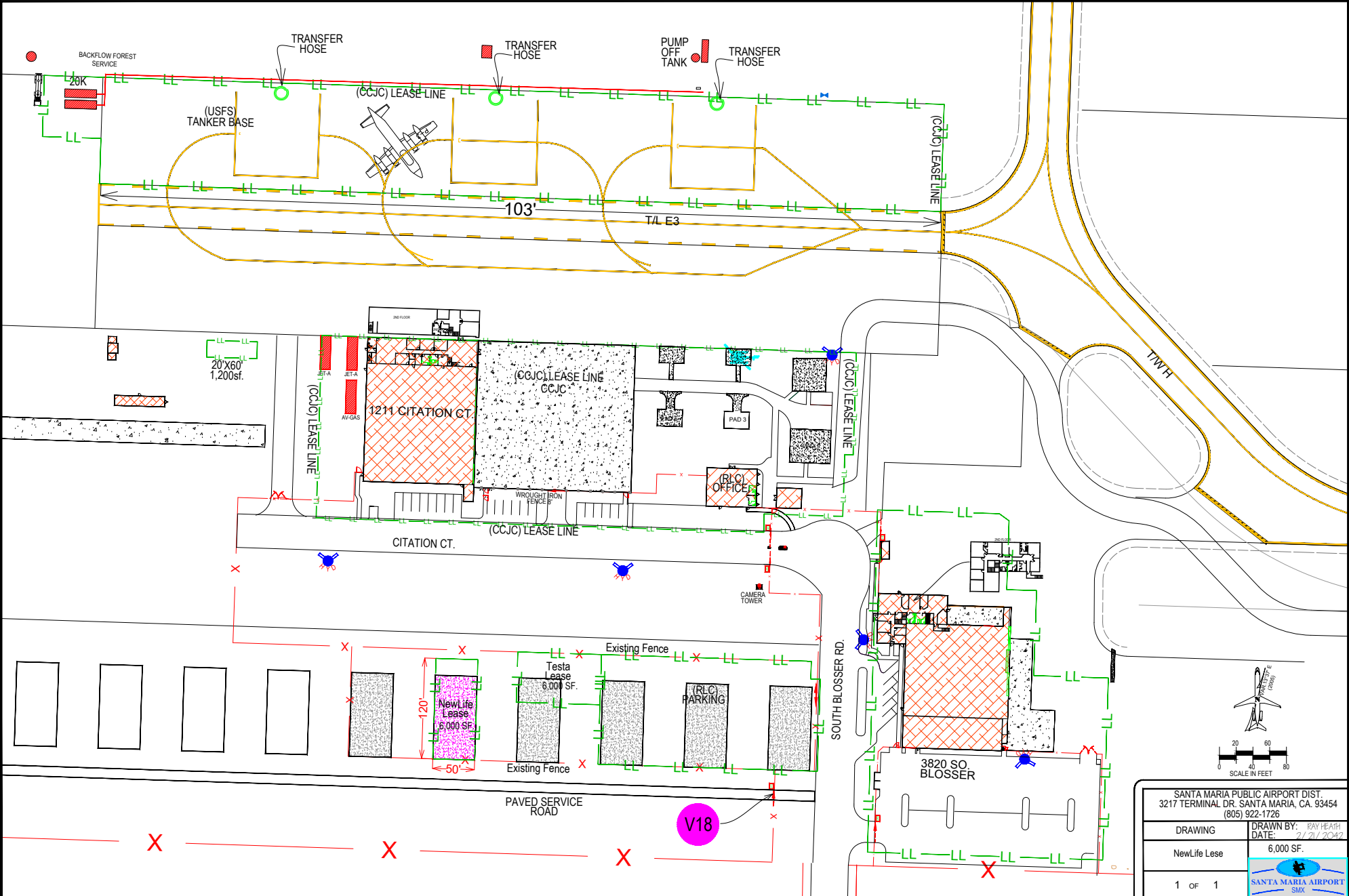
By: _____
Chuck Adams, Secretary

District Counsel

LESSEE:

New Life Bath & Kitchen

By: _____
Noah Winkles, President



SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWING NewLife Lese	DRAWN BY: RAY HEATH DATE: 2/21/2022 6,000 SF.
 SANTA MARIA AIRPORT SMX	
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HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Premises or the Airport causes or threatens to cause a nuisance upon the Premises or the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Premises or Airport or migrating or threatening to migrate from the Premises or the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Premises or the Airport as the result of "Tenant's" use or occupancy of the Premises or the Airport or as the result of any of "Tenant's" (or "Tenant's" agents, employees, invitees or officers') actions or omissions, regardless of whether the existence of such "Hazardous Materials" or the violation of "Environmental Requirements" arose prior to the present ownership or operation of the Premises, and including without limitation:

B-2

1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises or the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

2. Fees incurred for the services of attorneys, consultants, "Tenant's", experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Premises or the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises or the Airport.

EXHIBIT "C"

RIDER

Rider to the License Agreement dated February 22, 2024, herein called "License") between Santa Maria Public Airport District (herein called "District") and New Life Bath & Kitchen (herein called "Licensee").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

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

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

C-1

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered sub organizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

C-2

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

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

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

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

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

C-3

Recording Requested by and
After Recording Mail To:

U.S. Bank National Association
1850 Osborn Avenue
Oshkosh, WI 54901

ADDENDUM TO GROUND LEASE

This Addendum to Ground Lease (“Addendum”) is made to that certain ground lease entitled Ground Lease – Corporate Hangar and all amendments thereto (the “Lease”), made and entered into on April 11, 2002 by and between Santa Maria Public Airport District, a public district of the State of California (“Lessor”) and Central Coast Jet Center, LLC, a Nevada limited liability company (“Lessee”), and relating to the real property described in Exhibit A of the Lease (the “Property”). ‘

Whereas, the Property has an address of 1211 Citation Court, Santa Maria, CA 93455 and consists of approximately 3.034 square acres.

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The terms of this Addendum shall prevail over any provisions in the Lease that address the same subject matter that is addressed in this Addendum. In the event of any inconsistency or discrepancy between the terms of this Addendum and the terms of the Lease, this Addendum shall control.
2. The following provisions are added to the Lease despite anything to the contrary in the Lease document: (a) Lessee shall have the right to encumber its leasehold interest in the Lease and thereby grant to any lender a leasehold deed of trust or mortgage and/or collateral assignment in Lessee’s leasehold interest; (b) any lender holding a leasehold deed of trust or mortgage (“Lender”) shall have the right to acquire the leasehold at foreclosure sale by assignment and such Lender or its successors or assigns shall have all extension options as set forth in the Lease and shall have the right to reassign or sublease the leasehold estate (along with any rights in the Lease to exercise any extension options) without Lessor’s consent; (c) nothing shall prevent Lessee from assigning its leasehold estate to the Lender (voluntarily and not through a foreclosure proceeding) so long as Lender assumes in writing all of Lessee’s obligations under the Lease and cures all monetary defaults of Lessee, if any, and upon such voluntary assignment to Lender, Lender shall will have the right to assign or sublease the leasehold estate to a third party with Lessor’s prior written consent, which shall not be unreasonably withheld; (d) no modification or cancellation of the Lease shall occur without the written consent of the Lender or, if applicable, any assignee of the leasehold estate; (e) Lender will be provided copies of any and all default or termination notices Lessor serves on Lessee, and Lender will have a 60 day right to cure any stated default or event causing the proposed termination of the Lease. **Any and all notices to Lender under this Lease shall**

be sent in the manner provided in the Lease. Notices to the Lender shall be addressed as follows: U.S. Bank NA, Attn SBA Division, 9918 Hibert St, San Diego, CA 92131; (f) if the Property is taken by condemnation or the right of eminent domain, in whole or in part, or should it be sold by Lessor under the threat of the exercise of such power, or if there is a reasonable threat of any of the above, then Lessor, Lessee and Lender shall have the right to make a claim for any award for the lands and improvements (or interests in the lands and improvements) so taken or threatened to be taken for which they believe they are entitled; and (g) if any casualty or other damage to improvements located on the Property shall occur that is covered by Lessee's insurance, wherein Lender is named mortgagee, loss payee, lender's loss payee or additional insured, Lender shall have the right to make a claim against said hazard insurance proceeds in accordance with Lender's rights under said hazard insurance policy(ies) and neither Lessor nor Lessee shall interfere with Lender's claims, although nothing herein shall prohibit or limit Lessor's or Lessee's claims for hazard insurance proceeds to which they believe they are entitled.

3. By signing this Addendum, Lessor and Lessee agree that (a) Lessor is the current owner of the Property, (b) Lessee is the sole lessee and occupant of the Property and there are no other persons claiming an interest in the Property, (c) the Lease is hereby restated by this reference and deemed to be in full force and effect, (d) the Lease is in good standing and neither Lessor nor Lessee are aware of any facts that would cause the other party to be in default under the Lease, (e) Lessor waives any contractual or statutory liens it may have against the business personal property owned by Lessee (or assignee of the leasehold estate) and located on the Property and all buildings located on the Property that were constructed by Lessee and that currently owned by Lessee, (f) at all times during the term of the Lease, Lessee shall own any buildings and improvements on the Property constructed by Lessee, Lessor hereby consents to a first position security interest granted to Lender in any building or improvements constructed by Lessee on the Property, Lessor subordinates to any Lender UCC-1 or fixture filing that Lender may record against any building or improvements constructed by Lessee or business personal property owned by Lessee (or assignee of the leasehold estate) and located on the Property, and Lessor agrees to sign any further documents reasonably deemed necessary by Lender to reflect said subordination, (g) Section 9 of the Lease ("Permitted Uses of Premises and Lessee Obligation") shall remain in effect with relation to any reassignment or subletting of the leasehold estate by Lender to a third party, (h) Lender shall be liable to Lessor as a lessee of the leasehold estate only for the period of time that the Lender is a valid assignee or sublessee of the leasehold interest and Lender shall be absolved of any further liability to Lessor upon a reassignment of the leasehold interest by Lender to a third party, (i) any holder of a deed of trust or mortgage against the fee title in the Property shall not disturb the possession of Lessee or any assignee (including Lender and any third parties to whom Lender reassigns the leasehold interest) so long as the Lease is in good standing, and (j) Lender (whether or not it has acquired the leasehold interest by foreclosure or otherwise) shall be considered a third party beneficiary in connection with any provisions of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of February 13, 2024.

Lessor:

Santa Maria Public Airport District

By: _____

Name: _____

Title: President

STATE OF CALIFORNIA

COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as President of Santa Maria Public Airport District.

Notary Public, the State of California

By: _____
Name: _____
Title: Secretary

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as Secretary of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to content by District:

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to form by District:

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

Lessee:

Central Coast Jet Center, LLC

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by Christopher Kunkle, as President of Central Coast Jet Center, LLC, a California limited liability company.

Notary Public, the State of California

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FOR APN/PARCEL I.D. 111-231-011

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING A PORTION OF SECTION 4 OF TOWNSHIP 9 NORTH. RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MANA, COUNTY OF SANTA BARBARA. STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST COMER OF SAID SECTION 4. AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 69 DEGREES 06 MINUTES 45 SECONDS WEST 2811.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 52MINUTES 40 SECONDS WEST 194.62 FEET;

THENCE NORTH 88 DEGREES 09 MINUTES 17 SECONDS WEST 90.48 FEET;

THENCE SOUTH 01 DEGREES 29MINUTES 51 SECONDS WEST 23.33 FEET;

THENCE NORTH 88 DEGREES 07 MINUTES 20 SECONDS WEST 531.67 FEET;

THENCE NORTH 01 DEGREES 52 MINUTES 40 SECONDS EAST 218.00 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS EAST 622.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF SECTION 3 OF TOWNSHIP 9 NORTH. RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN

THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE SOUTH 43 DEGREES 25 MINUTES 58 SECONDS WEST 2163.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 38 SECONDS WEST 60.00 FEET;

THENCE NORTH 87 DEGREES 47 MINUTES 14 SECONDS WEST 190.00 FEET;

THENCE NORTH 02 DEGREES 30 MINUTES 38 SECONDS EAST 60.00 FEET;

THENCE SOUTH 87 DEGREES 47 MINUTES 14 SECONDS EAST 190.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3A,B & C:

BEING PORTIONS OF SECTIONS 3 AND 4 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, AND OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3A

BEING A PORTION OF SAID SECTION 34, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34. AND BEARS SOUTH

24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 14 DEGREES 49 MINUTES 20 SECONDS WEST 934.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47 DEGREES 00 MINUTES 56 SECONDS WEST 200.00 FEET;

THENCE NORTH 42 DEGREES 59 MINUTES 04 SECONDS WEST 382.00 FEET;

THENCE NORTH 47 DEGREES 00 MINUTES 56 SECONDS EAST 200.00 FEET;

THENCE SOUTH 42 DEGREES 59 MINUTES 04 SECONDS EAST 382.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3B

BEING PORTIONS OF SAID SECTIONS 3 AND 4, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 74 DEGREES 10 MINUTES 49 SECONDS WEST 2611.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 53 MINUTES 34 SECONDS WEST 127.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 1000.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 56.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 70.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 71.00 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 26 SECONDS EAST 1070.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3C

BEING A PORTION OF SAID SECTION 4, COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE,

AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 72 DEGREES 51 MINUTES 44 SECONDS WEST 3589.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 57 MINUTES 57 SECONDS WEST 20.00 FEET;

THENCE NORTH 87 DEGREES 02 MINUTES 03 SECONDS WEST 60.00 FEET;

THENCE NORTH 02 DEGREES 57 MINUTES 57 SECONDS EAST 20.00 FEET;

THENCE SOUTH 87 DEGREES 02 MINUTES 03 SECONDS EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF SECTION 34 OF TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 32 DEGREES 17 MINUTES 02 SECONDS WEST 2174.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 50 SECONDS WEST 124.51 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 43 SECONDS WEST 53.05 FEET;

THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST 42.61 FEET;

THENCE NORTH 88 DEGREES 18 MINUTES 09 SECONDS WEST 45.93 FEET;

THENCE NORTH 02 DEGREES 16 MINUTES 47 SECONDS EAST 81.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 32 SECONDS EAST 98.69 FEET TO THE TRUE
POINT OF BEGINNING.

Recording Requested by and
After Recording Mail To:

U.S. Bank National Association
1850 Osborn Avenue
Oshkosh, WI 54902

ASSIGNMENT OF LEASE (LESSEE'S INTEREST)
WITH LESSOR'S CONSENT AND WAIVER

THIS AGREEMENT is made this 13th day of February, 2024 by and between U.S. Bank N.A., as Assignee, Central Coast Jet Center, LLC, as Lessee and Assignor, and the Santa Maria Public Airport District, as Lessor.

WHEREAS, Lessor and Assignor have entered into that certain real property ground lease dated April 11, 2002, as amended (the "Lease") for the lease of that certain property described in the Lease and legally described in Exhibit A hereto (the "Property").

WHEREAS, the Property has an address of 1211 Citation Court, Santa Maria, CA 93455 and consists of approximately 3.034 square acres.

WHEREAS, Assignor desires to obtain an SBA loan from Assignee to secured by, among other things, a leasehold deed of trust on Assignor's leasehold interest in the Property and this Assignment of Lease (the "Loan"). In order to induce Assignee to make the Loan, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan.

THEREFORE, the parties hereby agree to the following terms:

1. ***Assignment of Lease Interest.*** Assignor hereby absolutely and irrevocably assigns to Assignee, its successors and or assigns, with the right of reassignment, all the rights, title, and interest of Assignor in and to the Lease for the purpose of securing (a) payment of the principal, interest, and all other sums now or at any time hereafter due Assignee relating to, or arising from, the Loan and any extension, modifications, replacement or renewal thereof; and (b) performance and discharge of each term, covenant and condition of Assignor relating to or arising from the Loan. So long as Assignor is not in default under any agreement related to the Loan, Assignor shall have exclusive possession of the Property.
2. ***Remedies of Assignee.*** After any default by Assignor in the payment of the Loan, or the performance of any obligation of Assignor herein or arising from the Loan, Assignee, at its option, with written notice to Lessor, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may (a) enter upon, take

possession of, and operate the Property; (b) assign or sublease Assignor's leasehold estate with Lessor's written consent, not to be unreasonably withheld; (c) appear in and defend any action; and/or (d) do any other acts which Assignee deems proper to protect the security hereof. The entering upon and taking possession of the Property shall not cure or waive any default, or waive, modify, or affect any notice of default or invalidate any acts done pursuant to such notice. Assignee shall not have any obligation whatsoever under the Lease or with respect to the Property unless Assignee acquires possession of the Property.

3. **Consent of Lessor.** Lessor hereby consents to this assignment and agrees not to distrain the Property. Further, Lessor agrees that so long as Assignee has not entered into possession of the Property for the purpose of operating the business, it shall not be liable for rent or any other obligations of Assignor, and in the event of any default under such lease, the Lessor will not terminate the lease or take any action to enforce any claim with respect thereto, without giving Assignee at least 60 days prior written notice thereof and the right to cure such default within said period.

4. **Lessor's Waiver.** Lessor hereby subordinates its interest, if any, to the following property pledged by Assignor to Assignee as collateral for the Loan: All buildings constructed by Assignor located on the Property, machinery, equipment, furniture, fixtures, inventory, raw materials, work in process and supplies, accounts receivable, contract rights, and general intangibles, now owned or hereafter acquired.

Lessor further agrees that Assignee may, with 10 days prior written notice to Lessor, remove the above referenced personal property and/or fixtures (but not including any buildings constructed by Assignor and located on the Property) , now owned or hereafter acquired by Assignor in the event of a default under Assignor's security agreement with Assignee; provided however, that Assignee shall be responsible for any damage resulting from the removal and indemnify Lessor against any such damage or injury to person or property arising from the entry upon the Property or removal of property by Assignee or its agents.

5. **Successors and/or Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns, and transferees of the parties.

6. **Attorney's Fees.** In the event any party commences any action against any party by reason of any claimed breach of any provision of this Agreement, the party prevailing in such action shall be entitled to recover from the other party or parties reasonable attorney's fees and costs.

LESSEE AND ASSIGNOR:

Central Coast Jet Center, LLC

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by Christopher Kunkle, as President of Central Coast Jet Center, LLC, a California limited liability company.

Notary Public, the State of California

ASSIGNEE:

U.S. Bank N.A.

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by
_____, as _____ of U.S. Bank N.A.

Notary Public, the State of California

LESSOR:

Santa Maria Public Airport District

By: _____

Name: _____

Title: President

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as President of Santa Maria Public Airport District.

Notary Public, the State of California

By: _____
Name: _____
Title: Secretary

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as Secretary of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to content by District:

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to form by District:

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FOR APN/PARCEL I.D. 111-231-011

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING A PORTION OF SECTION 4 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MANA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST COMER OF SAID SECTION 4. AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 69 DEGREES 06 MINUTES 45 SECONDS WEST 2811.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 52MINUTES 40 SECONDS WEST 194.62 FEET;

THENCE NORTH 88 DEGREES 09 MINUTES 17 SECONDS WEST 90.48 FEET;

THENCE SOUTH 01 DEGREES 29MINUTES 51 SECONDS WEST 23.33 FEET;

THENCE NORTH 88 DEGREES 07 MINUTES 20 SECONDS WEST 531.67 FEET;

THENCE NORTH 01 DEGREES 52 MINUTES 40 SECONDS EAST 218.00 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS EAST 622.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF SECTION 3 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE SOUTH 43 DEGREES 25 MINUTES 58 SECONDS WEST 2163.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 38 SECONDS WEST 60.00 FEET;

THENCE NORTH 87 DEGREES 47 MINUTES 14 SECONDS WEST 190.00 FEET;

THENCE NORTH 02 DEGREES 30 MINUTES 38 SECONDS EAST 60.00 FEET;

THENCE SOUTH 87 DEGREES 47 MINUTES 14 SECONDS EAST 190.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3A,B & C:

BEING PORTIONS OF SECTIONS 3 AND 4 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, AND OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3A

BEING A PORTION OF SAID SECTION 34, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34. AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 14 DEGREES 49 MINUTES 20 SECONDS WEST 934.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47 DEGREES 00 MINUTES 56 SECONDS WEST 200.00 FEET;

THENCE NORTH 42 DEGREES 59 MINUTES 04 SECONDS WEST 382.00 FEET;

THENCE NORTH 47 DEGREES 00 MINUTES 56 SECONDS EAST 200.00 FEET;

THENCE SOUTH 42 DEGREES 59 MINUTES 04 SECONDS EAST 382.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3B

BEING PORTIONS OF SAID SECTIONS 3 AND 4, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 74 DEGREES 10 MINUTES 49 SECONDS WEST 2611.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 53 MINUTES 34 SECONDS WEST 127.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 1000.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 56.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 70.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 71.00 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 26 SECONDS EAST 1070.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3C

BEING A PORTION OF SAID SECTION 4, COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 72 DEGREES 51 MINUTES 44 SECONDS WEST 3589.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 57 MINUTES 57 SECONDS WEST 20.00 FEET;

THENCE NORTH 87 DEGREES 02 MINUTES 03 SECONDS WEST 60.00 FEET;

THENCE NORTH 02 DEGREES 57 MINUTES 57 SECONDS EAST 20.00 FEET;

THENCE SOUTH 87 DEGREES 02 MINUTES 03 SECONDS EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF SECTION 34 OF TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID A19436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID A19435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 32 DEGREES 17 MINUTES 02 SECONDS WEST 2174.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 50 SECONDS WEST 124.51 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 43 SECONDS WEST 53.05 FEET;

THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST 42.61 FEET;

THENCE NORTH 88 DEGREES 18 MINUTES 09 SECONDS WEST 45.93 FEET;

THENCE NORTH 02 DEGREES 16 MINUTES 47 SECONDS EAST 81.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 32 SECONDS EAST 98.69 FEET TO THE TRUE POINT OF BEGINNING.

Recording Requested by and
After Recording Mail To:

U.S. Bank National Association
1850 Osborn Avenue
Oshkosh, WI 54902

ADDENDUM TO GROUND LEASE

This Addendum to Ground Lease (“Addendum”) is made to that certain ground lease entitled Ground Lease – Corporate Hangar and all amendments thereto (the “Lease”), made and entered into on February 22, 2007 by and between Santa Maria Public Airport District, a public district of the State of California (“Lessor”) and Central Coast Jet Center, LLC, a Nevada limited liability company (“Lessee”), and relating to the real property described in Exhibit A of the Lease (the “Property”). ‘

Whereas, the Property is located at the Santa Maria Airport in Santa Maria, California.

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The terms of this Addendum shall prevail over any provisions in the Lease that address the same subject matter that is addressed in this Addendum. In the event of any inconsistency or discrepancy between the terms of this Addendum and the terms of the Lease, this Addendum shall control.
2. The following provisions are added to the Lease despite anything to the contrary in the Lease document: (a) Lessee shall have the right to encumber its leasehold interest in the Lease and thereby grant to any lender a leasehold deed of trust or mortgage and/or collateral assignment in Lessee’s leasehold interest; (b) any lender holding a leasehold deed of trust or mortgage (“Lender”) shall have the right to acquire the leasehold at foreclosure sale by assignment and such Lender or its successors or assigns shall have all extension options as set forth in the Lease and shall have the right to reassign or sublease the leasehold estate (along with any rights in the Lease to exercise any extension options) without Lessor’s consent; (c) nothing shall prevent Lessee from assigning its leasehold estate to the Lender (voluntarily and not through a foreclosure proceeding) so long as Lender assumes in writing all of Lessee’s obligations under the Lease and cures all monetary defaults of Lessee, if any, and upon such voluntary assignment to Lender, Lender shall will have the right to assign or sublease the leasehold estate to a third party with Lessor’s prior written consent, which shall not be unreasonably withheld; (d) no modification or cancellation of the Lease shall occur without the written consent of the Lender or, if applicable, any assignee of the leasehold estate; (e) Lender will be provided copies of any and all default or termination notices Lessor serves on Lessee, and Lender will have a 60 day right to cure any stated default or event causing the proposed termination of the Lease. **Any and all notices to Lender under this Lease shall be sent in the manner provided in the Lease. Notices to the Lender shall be addressed as**

follows: U.S. Bank NA, Attn SBA Division, 9918 Hibert St, San Diego, CA 92131; (f) if the Property is taken by condemnation or the right of eminent domain, in whole or in part, or should it be sold by Lessor under the threat of the exercise of such power, or if there is a reasonable threat of any of the above, then Lessor, Lessee and Lender shall have the right to make a claim for any award for the lands and improvements (or interests in the lands and improvements) so taken or threatened to be taken for which they believe they are entitled; and (g) if any casualty or other damage to improvements located on the Property shall occur that is covered by Lessee's insurance, wherein Lender is named mortgagee, loss payee, lender's loss payee or additional insured, Lender shall have the right to make a claim against said hazard insurance proceeds in accordance with Lender's rights under said hazard insurance policy(ies) and neither Lessor nor Lessee shall interfere with Lender's claims, although nothing herein shall prohibit or limit Lessor's or Lessee's claims for hazard insurance proceeds to which they believe they are entitled.

3. By signing this Addendum, Lessor and Lessee agree that (a) Lessor is the current owner of the Property, (b) Lessee is the sole lessee and occupant of the Property and there are no other persons claiming an interest in the Property, (c) the Lease is hereby restated by this reference and deemed to be in full force and effect, (d) the Lease is in good standing and neither Lessor nor Lessee are aware of any facts that would cause the other party to be in default under the Lease, (e) Lessor waives any contractual or statutory liens it may have against the business personal property owned by Lessee (or assignee of the leasehold estate) and located on the Property and all buildings located on the Property that were constructed by Lessee and that currently owned by Lessee, (f) at all times during the term of the Lease, Lessee shall own any buildings and improvements on the Property constructed by Lessee, Lessor hereby consents to a first position security interest granted to Lender in any building or improvements constructed by Lessee on the Property, Lessor subordinates to any Lender UCC-1 or fixture filing that Lender may record against any building or improvements constructed by Lessee or business personal property owned by Lessee (or assignee of the leasehold estate) and located on the Property, and Lessor agrees to sign any further documents reasonably deemed necessary by Lender to reflect said subordination, (g) Section 9 of the Lease ("Permitted Uses of Premises and Lessee Obligation") shall remain in effect with relation to any reassignment or subletting of the leasehold estate by Lender to a third party, (h) Lender shall be liable to Lessor as a lessee of the leasehold estate only for the period of time that the Lender is a valid assignee or sublessee of the leasehold interest and Lender shall be absolved of any further liability to Lessor upon a reassignment of the leasehold interest by Lender to a third party, (i) any holder of a deed of trust or mortgage against the fee title in the Property shall not disturb the possession of Lessee or any assignee (including Lender and any third parties to whom Lender reassigns the leasehold interest) so long as the Lease is in good standing, and (j) Lender (whether or not it has acquired the leasehold interest by foreclosure or otherwise) shall be considered a third party beneficiary in connection with any provisions of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of February 13, 2024.

Lessor:

Santa Maria Public Airport District

By: _____

Name: _____

Title: President

STATE OF CALIFORNIA

COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as President of Santa Maria Public Airport District.

Notary Public, the State of California

By: _____
Name: _____
Title: Secretary

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as Secretary of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to content by District:

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to form by District:

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

Lessee:

Central Coast Jet Center, LLC

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by Christopher Kunkle, as President of Central Coast Jet Center, LLC, a California limited liability company.

Notary Public, the State of California

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FOR APN/PARCEL I.D. 111-231-011

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING A PORTION OF SECTION 4 OF TOWNSHIP 9 NORTH. RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MANA, COUNTY OF SANTA BARBARA. STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST COMER OF SAID SECTION 4. AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 69 DEGREES 06 MINUTES 45 SECONDS WEST 2811.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 52MINUTES 40 SECONDS WEST 194.62 FEET;

THENCE NORTH 88 DEGREES 09 MINUTES 17 SECONDS WEST 90.48 FEET;

THENCE SOUTH 01 DEGREES 29MINUTES 51 SECONDS WEST 23.33 FEET;

THENCE NORTH 88 DEGREES 07 MINUTES 20 SECONDS WEST 531.67 FEET;

THENCE NORTH 01 DEGREES 52 MINUTES 40 SECONDS EAST 218.00 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS EAST 622.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF SECTION 3 OF TOWNSHIP 9 NORTH. RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN

THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE SOUTH 43 DEGREES 25 MINUTES 58 SECONDS WEST 2163.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 38 SECONDS WEST 60.00 FEET;

THENCE NORTH 87 DEGREES 47 MINUTES 14 SECONDS WEST 190.00 FEET;

THENCE NORTH 02 DEGREES 30 MINUTES 38 SECONDS EAST 60.00 FEET;

THENCE SOUTH 87 DEGREES 47 MINUTES 14 SECONDS EAST 190.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3A,B & C:

BEING PORTIONS OF SECTIONS 3 AND 4 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, AND OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3A

BEING A PORTION OF SAID SECTION 34, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34. AND BEARS SOUTH

24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 14 DEGREES 49 MINUTES 20 SECONDS WEST 934.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47 DEGREES 00 MINUTES 56 SECONDS WEST 200.00 FEET;

THENCE NORTH 42 DEGREES 59 MINUTES 04 SECONDS WEST 382.00 FEET;

THENCE NORTH 47 DEGREES 00 MINUTES 56 SECONDS EAST 200.00 FEET;

THENCE SOUTH 42 DEGREES 59 MINUTES 04 SECONDS EAST 382.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3B

BEING PORTIONS OF SAID SECTIONS 3 AND 4, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 74 DEGREES 10 MINUTES 49 SECONDS WEST 2611.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 53 MINUTES 34 SECONDS WEST 127.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 1000.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 56.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 70.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 71.00 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 26 SECONDS EAST 1070.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3C

BEING A PORTION OF SAID SECTION 4, COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE,

AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 72 DEGREES 51 MINUTES 44 SECONDS WEST 3589.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 57 MINUTES 57 SECONDS WEST 20.00 FEET;

THENCE NORTH 87 DEGREES 02 MINUTES 03 SECONDS WEST 60.00 FEET;

THENCE NORTH 02 DEGREES 57 MINUTES 57 SECONDS EAST 20.00 FEET;

THENCE SOUTH 87 DEGREES 02 MINUTES 03 SECONDS EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF SECTION 34 OF TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 32 DEGREES 17 MINUTES 02 SECONDS WEST 2174.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 50 SECONDS WEST 124.51 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 43 SECONDS WEST 53.05 FEET;

THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST 42.61 FEET;

THENCE NORTH 88 DEGREES 18 MINUTES 09 SECONDS WEST 45.93 FEET;

THENCE NORTH 02 DEGREES 16 MINUTES 47 SECONDS EAST 81.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 32 SECONDS EAST 98.69 FEET TO THE TRUE
POINT OF BEGINNING.

Recording Requested by and
After Recording Mail To:

U.S. Bank National Association
1850 Osborn Avenue
Oshkosh, WI 54902

ASSIGNMENT OF LEASE (LESSEE'S INTEREST)
WITH LESSOR'S CONSENT AND WAIVER

THIS AGREEMENT is made this 13th day of February, 2024 by and between U.S. Bank N.A., as Assignee, Central Coast Jet Center, LLC, as Lessee and Assignor, and the Santa Maria Public Airport District, as Lessor.

WHEREAS, Lessor and Assignor have entered into that certain real property ground lease dated February 22, 2007, as amended (the "Lease") for the lease of that certain property described in the Lease and legally described in Exhibit A hereto (the "Property").

WHEREAS, the Property is located at the Santa Maria Airport in Santa Maria, California.

WHEREAS, Assignor desires to obtain an SBA loan from Assignee to secured by, among other things, a leasehold deed of trust on Assignor's leasehold interest in the Property and this Assignment of Lease (the "Loan"). In order to induce Assignee to make the Loan, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan.

THEREFORE, the parties hereby agree to the following terms:

1. ***Assignment of Lease Interest.*** Assignor hereby absolutely and irrevocably assigns to Assignee, its successors and or assigns, with the right of reassignment, all the rights, title, and interest of Assignor in and to the Lease for the purpose of securing (a) payment of the principal, interest, and all other sums now or at any time hereafter due Assignee relating to, or arising from, the Loan and any extension, modifications, replacement or renewal thereof; and (b) performance and discharge of each term, covenant and condition of Assignor relating to or arising from the Loan. So long as Assignor is not in default under any agreement related to the Loan, Assignor shall have exclusive possession of the Property.

2. ***Remedies of Assignee.*** After any default by Assignor in the payment of the Loan, or the performance of any obligation of Assignor herein or arising from the Loan, Assignee, at its option, with written notice to Lessor, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may (a) enter upon, take possession of, and operate the Property; (b) assign or sublease Assignor's leasehold estate with

Lessor's written consent, not to be unreasonably withheld; (c) appear in and defend any action; and/or (d) do any other acts which Assignee deems proper to protect the security hereof. The entering upon and taking possession of the Property shall not cure or waive any default, or waive, modify, or affect any notice of default or invalidate any acts done pursuant to such notice. Assignee shall not have any obligation whatsoever under the Lease or with respect to the Property unless Assignee acquires possession of the Property.

3. **Consent of Lessor.** Lessor hereby consents to this assignment and agrees not to distraint the Property. Further, Lessor agrees that so long as Assignee has not entered into possession of the Property for the purpose of operating the business, it shall not be liable for rent or any other obligations of Assignor, and in the event of any default under such lease, the Lessor will not terminate the lease or take any action to enforce any claim with respect thereto, without giving Assignee at least 60 days prior written notice thereof and the right to cure such default within said period.

4. **Lessor's Waiver.** Lessor hereby subordinates its interest, if any, to the following property pledged by Assignor to Assignee as collateral for the Loan: All buildings constructed by Assignor located on the Property, machinery, equipment, furniture, fixtures, inventory, raw materials, work in process and supplies, accounts receivable, contract rights, and general intangibles, now owned or hereafter acquired.

Lessor further agrees that Assignee may, with 10 days prior written notice to Lessor, remove the above referenced personal property and/or fixtures (but not including any buildings constructed by Assignor and located on the Property) , now owned or hereafter acquired by Assignor in the event of a default under Assignor's security agreement with Assignee; provided however, that Assignee shall be responsible for any damage resulting from the removal and indemnify Lessor against any such damage or injury to person or property arising from the entry upon the Property or removal of property by Assignee or its agents.

5. **Successors and/or Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns, and transferees of the parties.

6. **Attorney's Fees.** In the event any party commences any action against any party by reason of any claimed breach of any provision of this Agreement, the party prevailing in such action shall be entitled to recover from the other party or parties reasonable attorney's fees and costs.

LESSEE AND ASSIGNOR:

Central Coast Jet Center, LLC

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by Christopher Kunkle, as President of Central Coast Jet Center, LLC, a California limited liability company.

Notary Public, the State of California

ASSIGNEE:

U.S. Bank N.A.

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by
_____, as _____ of U.S. Bank N.A.

Notary Public, the State of California

LESSOR:

Santa Maria Public Airport District

By: _____

Name: _____

Title: President

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as President of Santa Maria Public Airport District.

Notary Public, the State of California

By: _____
Name: _____
Title: Secretary

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as Secretary of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to content by District:

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to form by District:

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FOR APN/PARCEL I.D. 111-231-011

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING A PORTION OF SECTION 4 OF TOWNSHIP 9 NORTH. RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MANA, COUNTY OF SANTA BARBARA. STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST COMER OF SAID SECTION 4. AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 69 DEGREES 06 MINUTES 45 SECONDS WEST 2811.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 52MINUTES 40 SECONDS WEST 194.62 FEET;

THENCE NORTH 88 DEGREES 09 MINUTES 17 SECONDS WEST 90.48 FEET;

THENCE SOUTH 01 DEGREES 29MINUTES 51 SECONDS WEST 23.33 FEET;

THENCE NORTH 88 DEGREES 07 MINUTES 20 SECONDS WEST 531.67 FEET;

THENCE NORTH 01 DEGREES 52 MINUTES 40 SECONDS EAST 218.00 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS EAST 622.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF SECTION 3 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE SOUTH 43 DEGREES 25 MINUTES 58 SECONDS WEST 2163.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 38 SECONDS WEST 60.00 FEET;

THENCE NORTH 87 DEGREES 47 MINUTES 14 SECONDS WEST 190.00 FEET;

THENCE NORTH 02 DEGREES 30 MINUTES 38 SECONDS EAST 60.00 FEET;

THENCE SOUTH 87 DEGREES 47 MINUTES 14 SECONDS EAST 190.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3A,B & C:

BEING PORTIONS OF SECTIONS 3 AND 4 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, AND OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3A

BEING A PORTION OF SAID SECTION 34, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34. AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 14 DEGREES 49 MINUTES 20 SECONDS WEST 934.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47 DEGREES 00 MINUTES 56 SECONDS WEST 200.00 FEET;

THENCE NORTH 42 DEGREES 59 MINUTES 04 SECONDS WEST 382.00 FEET;

THENCE NORTH 47 DEGREES 00 MINUTES 56 SECONDS EAST 200.00 FEET;

THENCE SOUTH 42 DEGREES 59 MINUTES 04 SECONDS EAST 382.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3B

BEING PORTIONS OF SAID SECTIONS 3 AND 4, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 74 DEGREES 10 MINUTES 49 SECONDS WEST 2611.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 53 MINUTES 34 SECONDS WEST 127.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 1000.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 56.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 70.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 71.00 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 26 SECONDS EAST 1070.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3C

BEING A PORTION OF SAID SECTION 4, COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 72 DEGREES 51 MINUTES 44 SECONDS WEST 3589.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 57 MINUTES 57 SECONDS WEST 20.00 FEET;

THENCE NORTH 87 DEGREES 02 MINUTES 03 SECONDS WEST 60.00 FEET;

THENCE NORTH 02 DEGREES 57 MINUTES 57 SECONDS EAST 20.00 FEET;

THENCE SOUTH 87 DEGREES 02 MINUTES 03 SECONDS EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF SECTION 34 OF TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 32 DEGREES 17 MINUTES 02 SECONDS WEST 2174.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 50 SECONDS WEST 124.51 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 43 SECONDS WEST 53.05 FEET;

THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST 42.61 FEET;

THENCE NORTH 88 DEGREES 18 MINUTES 09 SECONDS WEST 45.93 FEET;

THENCE NORTH 02 DEGREES 16 MINUTES 47 SECONDS EAST 81.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 32 SECONDS EAST 98.69 FEET TO THE TRUE POINT OF BEGINNING.

Recording Requested by and
After Recording Mail To:

U.S. Bank National Association
1850 Osborn Avenue
Oshkosh, WI 54902

ASSIGNMENT OF LEASE (LESSEE'S INTEREST)
WITH LESSOR'S CONSENT AND WAIVER

THIS AGREEMENT is made this 13th day of February, 2024 by and between U.S. Bank N.A., as Assignee, Central Coast Jet Center, LLC, as Lessee and Assignor, and the Santa Maria Public Airport District, as Lessor.

WHEREAS, Lessor and Assignor have entered into that certain real property ground lease dated August 23, 2012, as amended (the "Lease") for the lease of that certain property described in the Lease and legally described in Exhibit A hereto (the "Property").

WHEREAS, the Property has an address of 1211 Citation Court, Santa Maria, CA 93455 and consists of approximately 0.327 square acres.

WHEREAS, Assignor desires to obtain an SBA loan from Assignee to secured by, among other things, a leasehold deed of trust on Assignor's leasehold interest in the Property and this Assignment of Lease (the "Loan"). In order to induce Assignee to make the Loan, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan.

THEREFORE, the parties hereby agree to the following terms:

1. ***Assignment of Lease Interest.*** Assignor hereby absolutely and irrevocably assigns to Assignee, its successors and or assigns, with the right of reassignment, all the rights, title, and interest of Assignor in and to the Lease for the purpose of securing (a) payment of the principal, interest, and all other sums now or at any time hereafter due Assignee relating to, or arising from, the Loan and any extension, modifications, replacement or renewal thereof; and (b) performance and discharge of each term, covenant and condition of Assignor relating to or arising from the Loan. So long as Assignor is not in default under any agreement related to the Loan, Assignor shall have exclusive possession of the Property.
2. ***Remedies of Assignee.*** After any default by Assignor in the payment of the Loan, or the performance of any obligation of Assignor herein or arising from the Loan, Assignee, at its option, with written notice to Lessor, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may (a) enter upon, take

possession of, and operate the Property; (b) assign or sublease Assignor's leasehold estate with Lessor's written consent, not to be unreasonably withheld; (c) appear in and defend any action; and/or (d) do any other acts which Assignee deems proper to protect the security hereof. The entering upon and taking possession of the Property shall not cure or waive any default, or waive, modify, or affect any notice of default or invalidate any acts done pursuant to such notice. Assignee shall not have any obligation whatsoever under the Lease or with respect to the Property unless Assignee acquires possession of the Property.

3. ***Consent of Lessor.*** Lessor hereby consents to this assignment and agrees not to distrain the Property. Further, Lessor agrees that so long as Assignee has not entered into possession of the Property for the purpose of operating the business, it shall not be liable for rent or any other obligations of Assignor, and in the event of any default under such lease, the Lessor will not terminate the lease or take any action to enforce any claim with respect thereto, without giving Assignee at least 60 days prior written notice thereof and the right to cure such default within said period.

4. ***Lessor's Waiver.*** Lessor hereby subordinates its interest, if any, to the following property pledged by Assignor to Assignee as collateral for the Loan: All buildings constructed by Assignor located on the Property, machinery, equipment, furniture, fixtures, inventory, raw materials, work in process and supplies, accounts receivable, contract rights, and general intangibles, now owned or hereafter acquired.

Lessor further agrees that Assignee may, with 10 days prior written notice to Lessor, remove the above referenced personal property and/or fixtures (but not including any buildings constructed by Assignor and located on the Property) , now owned or hereafter acquired by Assignor in the event of a default under Assignor's security agreement with Assignee; provided however, that Assignee shall be responsible for any damage resulting from the removal and indemnify Lessor against any such damage or injury to person or property arising from the entry upon the Property or removal of property by Assignee or its agents.

5. ***Successors and/or Assigns.*** This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns, and transferees of the parties.

6. ***Attorney's Fees.*** In the event any party commences any action against any party by reason of any claimed breach of any provision of this Agreement, the party prevailing in such action shall be entitled to recover from the other party or parties reasonable attorney's fees and costs.

LESSEE AND ASSIGNOR:

Central Coast Jet Center, LLC

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by Christopher Kunkle, as President of Central Coast Jet Center, LLC, a California limited liability company.

Notary Public, the State of California

ASSIGNEE:

U.S. Bank N.A.

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by
_____, as _____ of U.S. Bank N.A.

Notary Public, the State of California

LESSOR:

Santa Maria Public Airport District

By: _____

Name: _____

Title: President

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as President of Santa Maria Public Airport District.

Notary Public, the State of California

By: _____
Name: _____
Title: Secretary

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as Secretary of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to content by District:

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by
_____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

Approved as to form by District:

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____, 2024, by _____, as _____ of Santa Maria Public Airport District.

Notary Public, the State of California

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FOR APN/PARCEL I.D. 111-231-011

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING A PORTION OF SECTION 4 OF TOWNSHIP 9 NORTH. RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MANA, COUNTY OF SANTA BARBARA. STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST COMER OF SAID SECTION 4. AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 69 DEGREES 06 MINUTES 45 SECONDS WEST 2811.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 52MINUTES 40 SECONDS WEST 194.62 FEET;

THENCE NORTH 88 DEGREES 09 MINUTES 17 SECONDS WEST 90.48 FEET;

THENCE SOUTH 01 DEGREES 29MINUTES 51 SECONDS WEST 23.33 FEET;

THENCE NORTH 88 DEGREES 07 MINUTES 20 SECONDS WEST 531.67 FEET;

THENCE NORTH 01 DEGREES 52 MINUTES 40 SECONDS EAST 218.00 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS EAST 622.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF SECTION 3 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE SOUTH 43 DEGREES 25 MINUTES 58 SECONDS WEST 2163.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 38 SECONDS WEST 60.00 FEET;

THENCE NORTH 87 DEGREES 47 MINUTES 14 SECONDS WEST 190.00 FEET;

THENCE NORTH 02 DEGREES 30 MINUTES 38 SECONDS EAST 60.00 FEET;

THENCE SOUTH 87 DEGREES 47 MINUTES 14 SECONDS EAST 190.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3A,B & C:

BEING PORTIONS OF SECTIONS 3 AND 4 OF TOWNSHIP 9 NORTH, RANGE 34 WEST, AND OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3A

BEING A PORTION OF SAID SECTION 34, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34. AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 14 DEGREES 49 MINUTES 20 SECONDS WEST 934.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47 DEGREES 00 MINUTES 56 SECONDS WEST 200.00 FEET;

THENCE NORTH 42 DEGREES 59 MINUTES 04 SECONDS WEST 382.00 FEET;

THENCE NORTH 47 DEGREES 00 MINUTES 56 SECONDS EAST 200.00 FEET;

THENCE SOUTH 42 DEGREES 59 MINUTES 04 SECONDS EAST 382.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3B

BEING PORTIONS OF SAID SECTIONS 3 AND 4, AND COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 74 DEGREES 10 MINUTES 49 SECONDS WEST 2611.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 53 MINUTES 34 SECONDS WEST 127.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 1000.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 56.00 FEET;

THENCE NORTH 88 DEGREES 06 MINUTES 26 SECONDS WEST 70.00 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 34 SECONDS EAST 71.00 FEET;

THENCE SOUTH 88 DEGREES 06 MINUTES 26 SECONDS EAST 1070.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3C

BEING A PORTION OF SAID SECTION 4, COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID AI9435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, AND BEARS NORTH 11 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 7352.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE SOUTH 72 DEGREES 51 MINUTES 44 SECONDS WEST 3589.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 57 MINUTES 57 SECONDS WEST 20.00 FEET;

THENCE NORTH 87 DEGREES 02 MINUTES 03 SECONDS WEST 60.00 FEET;

THENCE NORTH 02 DEGREES 57 MINUTES 57 SECONDS EAST 20.00 FEET;

THENCE SOUTH 87 DEGREES 02 MINUTES 03 SECONDS EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF SECTION 34 OF TOWNSHIP 10 NORTH, RANGE 34 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NGS HORIZONTAL CONTROL DISK SET INTO THE TOP OF A 7 FOOT BY 9 FOOT CONCRETE DRAIN WITH STEEL GRATE, AND STAMPED "SMX A 2000" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID A19436; SAID POINT BEING SOUTH 41 DEGREES 50 MINUTES 31 SECONDS EAST 1878.62 FEET FROM A NGS VERTICAL CONTROL DISK SET IN THE CENTER OF THE SIDE OF 3 FOOT BY 4 FOOT CONCRETE DRAIN WITH STEEL GRATE NEAR THE SOUTHERLY SIDE OF THE SANTA MARIA AIRPORT CONTROL TOWER AND STAMPED "M 739 RESET" WITH THE NGS LOGO AND BEING IDENTIFIED AS NGS PID A19435; SAID POINTS BOTH BEING SECONDARY AIRPORT CONTROL STATIONS (SACS); SAID CONTROL DISK MARKED "SMX A 2000" ALSO BEARS NORTH 86 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 2592.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, AND BEARS SOUTH 24 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 5719.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34;

THENCE NORTH 32 DEGREES 17 MINUTES 02 SECONDS WEST 2174.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 30 MINUTES 50 SECONDS WEST 124.51 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 43 SECONDS WEST 53.05 FEET;

THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST 42.61 FEET;

THENCE NORTH 88 DEGREES 18 MINUTES 09 SECONDS WEST 45.93 FEET;

THENCE NORTH 02 DEGREES 16 MINUTES 47 SECONDS EAST 81.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 32 SECONDS EAST 98.69 FEET TO THE TRUE POINT OF BEGINNING.