



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

**Thursday
April 10, 2025**

**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, Guy

- 1. MINUTES OF THE REGULAR MEETING HELD MARCH 27, 2025**
- 2. COMMITTEE REPORT(S):**
 - a) EXECUTIVE
 - b) ADMINISTRATION & FINANCIAL
 - c) SAFETY & SECURITY
 - d) REAL ESTATE
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT
 - f) GOVERNMENT AFFAIRS
 - g) MARKETING & PROMOTIONS
 - h) GENERAL AVIATION
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register

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 GENERAL MANAGER TO EXECUTE CHANGE ORDER NO. 2 FOR THE U.S. CUSTOMS UPGRADES: BUILDING & SITE CIVIL BETWEEN THE DISTRICT AND NEWTON CONSTRUCTION & MANAGEMENT, INC.**
7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE LEASE BETWEEN THE DISTRICT AND RESTORATION MASTERS.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE LEASE BETWEEN THE DISTRICT AND NEW LIFE BATH AND KITCHEN.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE LEASE BETWEEN THE DISTRICT AND MARTIN TESTA DBA TESTA CATERING.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A SERVICE AGREEMENT BETWEEN THE DISTRICT AND AVIATION MANAGEMENT CONSULTING GROUP FOR AN AIRPORT RENT STUDY.**
11. **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND A HEADQUARTER MEETING WITH UNITED AIRLINES TO BE HELD IN CHICAGO, IL.**
12. **RESOLUTION 943. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA AIRPORT DISTRICT APPROVING A GRANT OF EASEMENT TO PACIFIC GAS AND ELECTRIC COMPANY FOR THE AIRPORT MOBILE HOME PARK UTILITY CONVERSION PROGRAM.**
13. **AUTHORIZATION FOR THE GENERAL MANAGER TO PROVIDE AN ANNUAL SPONSORSHIP AND SERVE AS THE PRIMARY MEMBER FOR THE REACH COUNCIL.**
14. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)**
 - b) **Conference with Real Property Negotiators (Gov. Code Section 54956.8): APN: 111-231-010 Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Under Negotiation: Price and terms of Sale of the Airport Mobile Home Park.**
 - c) **Conference with Real Property Negotiators (Gov. Code Section 54956.8): 3249 Terminal Drive, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Negotiating parties: City of Santa Maria Fire Department. Under Negotiation: Price and Terms for Station Lease.**
 - d) **Conference with Real Property Negotiators (Gov. Code Section 54956.8): 3940 Mitchell Road, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Under Negotiation: Price and terms of Building Space Lease.**
15. **DIRECTORS' COMMENTS.**
16. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD MARCH 27, 2025

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 Adams, Brown, Guy, and Clayton. Manager of Finance & Administration Reade, and District Counsel Cheung. Director Moreno and General Manager Pehl were absent.

1. MINUTES OF THE REGULAR MEETING HELD March 13, 2025. Director Brown made a Motion to approve the minutes of the regular meeting held March 13, 2025. Director Clayton Seconded, and it was carried by a 4-0 vote. Director Adams abstained.
2. COMMITTEE REPORT(S):
 - a) EXECUTIVE – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
 - c) SAFETY & SECURITY – No meeting scheduled.
 - d) REAL ESTATE – No meeting scheduled.
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
 - f) GOVERNMENT AFFAIRS – No meeting scheduled.
 - g) MARKETING & PROMOTIONS – No meeting scheduled.
 - h) GENERAL AVIATION – No meeting scheduled.
3. GENERAL MANAGER’S REPORT: General Manager Pehl was out of town at the Lift Summit. Nothing to report.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 073530 through 073570 in the amount of \$324,283.05, was recommended for approval as presented. Director Brown made a Motion to accept the Demand Register as presented. Director Clayton Seconded, and it was carried by a 4-0 vote.
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 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.

Douglas Ricky, a member of the public, commented that he would like to volunteer in the conservation area. He enjoys serving the community in any way he can, and he is interested in learning more about that area and any efforts he can help with.

6. Authorization for the General Manager to execute Change Order No. 2 for the U.S. Customs Upgrades: Building & Site Civil between the District and Newton Construction & Management, Inc. This item was tabled until the next meeting.
7. Authorization for the General Manager to attend the California Airports Council quarterly meeting to be held April 24-25, 2025, in Sacramento, CA. Director Clayton made a Motion to approve. Director Guy Seconded, and it was carried by a 4-0 vote.
8. Authorization for one staff member to attend Takeoff North America to be held November 4-6, 2025, in Tallahassee, FL. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote.
9. Authorization for the President and Secretary to execute the Third Amendment of Service Agreement between the District and RRM Design Group for the Airport Business Park Specific Plan. Director Guy made a Motion to approve. Director Clayton Seconded, and it was carried by a 4-0 vote.
10. Closed Session. At 6:10 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379).

At 6:55 pm, the Board and staff reconvened to Open Public Session.

There were no reportable actions.

11. Directors' Comments. Directors Adams and Guy had no comment.

Director Brown voiced his concerns regarding the Santa Maria Fire Department moving into Station 6. He asked to convene a special meeting.

Director Clayton shared Director Brown's concerns and would like the opportunity to negotiate the terms of the lease.
12. Adjournment: Vice President Adams asked for a Motion to adjourn to a Regular Meeting to be held on April 10, 2025, at the regular meeting place. Director Brown made that Motion, Director Guy Seconded, and it was carried by a 4-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 6:59 p.m. on March 27, 2025.

Ignacio Moreno, President

Steven Brown, Secretary

2024-2025

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073571 to 073613 and electronic payments on Pacific Premier Bank and in the total amount of \$146,170.97

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 073571 to 073613 and electronic payments on Pacific Premier Bank in the total amount of \$146,170.97 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 APRIL 10, 2025.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73571	4/7/2025	Advantage Answering Plus	\$382.93	Answering Service
* 73572	4/7/2025	Airport Professional Services, LLC	\$1,875.00	ARFF Supplies
* 73573	4/7/2025	Armstrong's Lock and Key	\$421.29	Fencing and Gates
* 73574	4/7/2025	Assoc. of California Airports	\$625.00	Unlimited Membership Dues - Nonhub
* 73575	4/7/2025	AT&T	\$268.68	Telephone Service
* 73576	4/7/2025	Betteravia Farms	\$721.00	Tenant Refund
* 73577	4/7/2025	Blueglobes, LLC	\$867.54	Lighting Maintenance - Landing Area
* 73578	4/7/2025	Bomar Security & Investigation	\$8,091.38	Security Service
* 73579	4/7/2025	Cal-Coast Machinery, Inc	\$991.25	Vehicle Maintenance
* 73580	4/7/2025	Capital Industrial Medical Supply Company	\$266.20	First Aid
* 73581	4/7/2025	Central City Tool Supply, Inc.	\$73.91	Shop Supplies
* 73582	4/7/2025	City of Santa Maria-Util Div	\$5,243.09	Utilities - Water
* 73583	4/7/2025	Coast Networx	\$210.00	Network Support Services
* 73584	4/7/2025	County of Santa Barbara EHS/ CUPA	\$1,333.00	Hazardous Waste Permit 4/1/25 - 3/31/26
* 73585	4/7/2025	Emergency Repair Door Service	\$324.38	Terminal Maintenance
* 73586	4/7/2025	Grainger	\$783.55	Payment for V000157
* 73587	4/7/2025	Gsolutionz, Inc.	\$91.70	GPS Premium Support w/Phones
* 73588	4/7/2025	Home Depot	\$589.53	Shop Supplies/Pavement Maintenance
* 73589	4/7/2025	J B Dewar, Inc	\$1,044.19	Unleaded/Diesel Fuel
* 73590	4/7/2025	Jack's All American Plumbing	\$1,801.53	Terminal Maintenance
* 73591	4/7/2025	Langan CA, Inc.	\$2,105.84	Environmental Consulting and Engineering Services
* 73592	4/7/2025	MarTeeny Designs	\$550.00	Website Maintenance
* 73593	4/7/2025	Mead & Hunt, Inc.	\$9,095.13	Airport Consulting Service
* 73594	4/7/2025	Mission Linen Service	\$304.54	Uniform Service
* 73595	4/7/2025	Mr. Backflow	\$675.00	Hangar/Terminal Maintenance
* 73596	4/7/2025	Napa Auto Parts	\$94.60	Vehicle Maintenance
* 73597	4/7/2025	Oberon3, Inc	\$50.00	Terminal Maintenance
* 73598	4/7/2025	Pacific Telemanagement Services	\$463.00	Pay Phone Services - Terminal
* 73599	4/7/2025	Playnetwork, Inc.	\$95.85	Audio/Video Media Services
* 73600	4/7/2025	Quinn Company	\$1,572.34	Conservation Easemnt/Terminal Maintenance
* 73601	4/7/2025	RB Clean & Sweep	\$950.00	Street Sweeping/Concrete Cleaning
* 73602	4/7/2025	Rick's Car Care Inc.	\$952.26	Vehicle Maintenance
* 73603	4/7/2025	Safety-Kleen	\$1,331.38	Misc Hangar Maintenance
* 73604	4/7/2025	Service Star	\$12,620.98	Janitorial Service
* 73605	4/7/2025	Smith's Alarms & Electronics Inc.	\$90.00	Electronic Security System 5/1/25 - 7/31/25
* 73606	4/7/2025	Total Compensation Systems, Inc.	\$765.00	Actuarial Services
* 73607	4/7/2025	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 73608	4/7/2025	U.S. Bank Equipment Finance	\$558.39	RICOH Printer Lease

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73609		VOID		
* 73610		VOID		
* 73611		VOID		
* 73612	4/7/2025	Verizon Wireless	\$996.96	Mobile Devices
* 73613	4/7/2025	VTC Enterprises	\$84.00	Trash - Paper Recycling
		Subtotal	<u>\$59,635.42</u>	
ACH	3/25/2025	CalPers	\$7,353.53	Employee Retirement
ACH	3/26/2025	Umpqua Bank	\$5,413.66	Business Travel, Hangar Maintenance
ACH	3/27/2025	Aflac	\$204.24	Employee Voluntary Insurance
ACH	3/27/2025	Frontier	\$300.27	Telephone Service
ACH	3/27/2025	Empower Retirement	\$5,572.70	Employee Paid Retirement
ACH	3/27/2025	Paychex	\$8,016.47	Payroll Taxes
ACH	3/27/2025	Paychex	\$29,677.28	Payroll
ACH	3/28/2025	Paychex	\$194.45	Paychex Invoice
ACH	3/31/2025	CalPers	\$16,846.00	Unfunded Liability
ACH	3/31/2025	Principal	\$2,825.60	Employee Dental/Life/Disability Insurance
ACH	3/31/2025	Amazon Capital Services	\$2,492.17	Uniforms, Fencing&Gates, Office Supplies
ACH	4/1/2025	Ready Refresh	\$64.05	Water Delivery
ACH	4/3/2025	Ready Refresh	\$221.60	Water Delivery
ACH	4/8/2025	CalPers	\$7,353.53	Employee Retirement
		Subtotal	<u>\$86,535.55</u>	
		Total	<u><u>\$146,170.97</u></u>	

MEMO
February 18, 2025

TO: Martin, Kerry and Ric: Santa Maria Airport
Jim and Jessica: Ravatt Albrecht and Associates
PROJECT: US Customs Upgrades: Building and Site Civil
SUBJECT: Additional Work: Change Order No. 2
FROM: John A. Smith, Tartaglia Engineering

Attached to this memo you will find Change Order No. 2 for the Building and Site Civil contract (Newton Construction). The change order includes several items:

1. During an inspection by the Building Inspector it was brought to our attention that the new RP backflow preventor is situated in a vulnerable location at the end of a drive isle. In addition, being exposed and not partially hidden from view by the side of a building, the devices could be an attraction for damage. This item includes purchase and installation of a vandal cage to be placed over the backflow preventor. In addition, the item addressed asbestos abatement necessary for the material encountered during the fire sprinkler service hot-tap.
2. The contractor was delayed while the Team proceeded through the design, packaging, and public bidding of the Security component of the work. With the time impact there was need for data / information regarding the installation of various components along with the routing of power and communications cabling to serve all components. The new Security contractor is now onboard, the information regarding means and methods has been shared and the work is proceeding on several fronts.
3. During the removal and reconstruction of a portion of the front concrete sidewalk, the removal presented several issues with underground utilities very near the surface. The work required handling and manipulating the utilities while import aggregate base was placed under, around, and above the conduits, in advance of pouring the replacement sidewalk.
4. A field investigation revealed walls within the “sally-port” entrance were not constructed with necessary ballistic paneling. This item includes the materials and effort necessary to remove the drywall, install ballistic paneling, and install new drywall.

All items are summarized on the change order.

	Santa Maria Airport	Change Order No. 2
	US Customs Upgrades: Building and Site Civil	February 12, 2025

Owner:	Santa Maria Public Airport District 3217 Terminal Drive, Santa Maria, CA 93455
Contractor:	Newton Construction & Management, Inc. 2436 Broad Street, San Luis Obispo, CA 93401

CONTRACT COST SUMMARY Refer to the Description of Work for Details	
ITEM	AMOUNT
Original Contract Amount:	\$694,000.00
Net Cost Change By Previous Change Orders:	\$17,566.00
Contract Sum Prior to This Change Order:	\$711,566.00
Amount of Change (Increase), This Change Order:	\$64,411.00
Net Contract Sum Including This Change Order:	\$775,977.00

CONTRACT TIME SUMMARY	
ITEM	
Original Contract Time (<u>Calendar Days</u>):	150
Net Contract Time Change By Previous Change Orders:	15
Contract Time Prior to This Change Order:	165
Amount of Contract Time Change (Increase), This Change Order:	49
Net Contract Time Including This Change Order:	214
Day One:	June 24, 2024
Initial Contract Completion Date:	November 20, 2024
Stop Work Notice	October 24, 2024
123 days consumed as of February 12, 2025.	
Revised Contract Completion Date: (reflecting this & all previous Change Orders)	TBD (based on restart date)

	Santa Maria Airport	Change Order No. 2
	US Customs Upgrades: Building and Site Civil	February 12, 2025

DESCRIPTION OF WORK

The Contract shall be amended in accordance with the following changes in scope of required work and payment therefor as follows:

ITEM	DESCRIPTION	Need verified and confirmed through site visit and contract review	REFERENCE	PRICE	TIME (working days)
2.01	Install vandal cage over domestic backflow preventer, asbestos abatement from waterline hot tap, water pipe material change into and out of backflow preventer.	Yes	Proposed CE # 1 (attached)	\$8,300.00	1 day
2.02	Overhead expense reflective of changed conditions and associated delays.	Yes	Proposed CE #9 (attached)	\$19,248.00	25 days
2.03	Over-excavate and remove material, import aggregate base, backfill and compact over and around utilities under sidewalk.	Yes	Proposed CE # 10 (attached)	\$2,208.00	1 day
2.04	Overhead expense – delays related to absence of security contractor including responses to RFI's.	Yes	Proposed CE #12 (attached)	\$26,522.00	21 days
2.05	Remove drywall, install ballistic paneling, replace drywall, tape and texture.	Yes	Proposed CE # 11 (attached)	\$8,133.00	1 day
	Total			\$64,411.00	49 days

Reason for Changes:

2.01
The change in water service (including the vandal cage) was a city plan check comment. Item also includes asbestos abatement from the waterline hot tap and changes to water pipe at the above-ground double detector check assembly for the fire service – all plan check comment items.

2.02 & 2.04
Overhead costs for delay to project progress attributed to efforts necessary for access control subcontractor and answers to be provided by that contractor.

2.03
Subgrade cleanup effort related to the unknown utilities encountered under the sidewalk, and the need to relocate some and protect others.

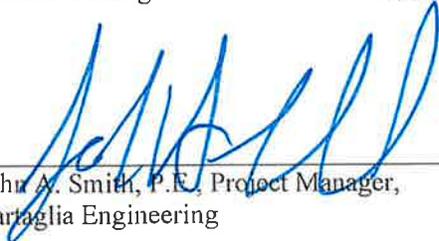
2.05
A building inspection during construction identified the need to install ballistic paneling on the wall between sally-port entrance and the main processing room of Customs. This requirement did not exist or was over-looked during the previous conversion of this building to US Customs, as the ballistic paneling is not present.

	Santa Maria Airport	Change Order No. 2
	US Customs Upgrades: Building and Site Civil	February 12, 2025

APPROVALS

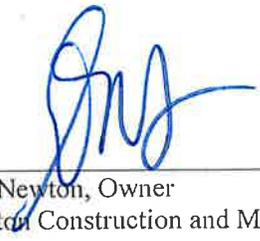
(Not valid unless signed by all listed below)

I have reviewed all supplemental documentation supporting this additional work requested and provided, and certify that all work will be or has been completed in accordance with the contract documents and direction provided, and hereby recommend a change to the construction contract in overall compensation and contract time as outlined herein:



 John A. Smith, P.E., Project Manager,
 Tartaglia Engineering

 2/12/2025
 Date:



 Eric Newton, Owner
 Newton Construction and Management, Inc.

 2/12/25
 Date:

 Martin Pehl, General Manager,
 Santa Maria Airport

 Date:



MEC Environmental, Inc.

Environmental Remediation / Restoration / Demolition

Main Office: 4919 Contractor Rd. (PO Box 278), Edwards AFB, CA 93523, Phone 800 233.1772

License Number # 682343, DIR # 100001548

Estimating Office Location.... California & 20th. St., Vandenberg AFB, CA 93437, Phone 805 734,3590
 Proposal Questions? Contact.... Victor Correa, 661 816.5914, victorc@mec-inc.com

PROPOSAL SUBMITTED TO Newton Construction & Management	FAX (805) 937-4066	EMAIL jcervantes@newtonconstruction.com	DATE 8/27/2024
STREET 2436 Broad Street	PROJECT DESCRIPTION 3335 Corsair Circle Santa Maria, US Customs Upgrades / Building Removal & Civil Site improvements: Asbestos Abatement on the Contractor Assist on Hot top of AC Water line		
CITY, STATE ZIP CODE San Luis Obispo CA 93401			
CONTACT Jay Cervantes Superintendent	PHONE (310) 131-5351	FACILITY Santa Maria Public Airport District	PROPOSAL NUMBER V2420.1 PW

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

FURNISH ALL LABOR, MATERIAL, LIABILITY INSURANCE AND EQUIPMENT NECESSARY TO:

1.1 Project Environmental submittals : Prior to mobilization and any onsite activities, Mec Inc., will prepare and submit a draft Abatement / Demolition Plans as required by Cal OSHA or the EM-385-1-1 manual, approved by the Buyer, Also in accordance with Santa Maria Public Airport Specifications, Environmental Management Safety.

1.2 Hazardous Materials Asbestos Abatement / Contractor Assist / Removal and disposal of Class II Non-friable Asbestos Containing Materials (ACM): Contractor Assist of the hot tap on the Asbestos-Cement (Transite) water pipe line, for the installation of a new valve on the parking lot area apron. AC Transite Piping will be exposed by GC., keeping all ACM Materials wet while wearing PPE and disposing ACM material and HEPA Cleaning Hot top Equipment on Santa Maria Public Airport 3335 Corsair Circle, Santa Maria / U.S. Customs Rehabilitations (As noted on drawings D2.0, D3.0)

Asbestos Abatement will be performed under a regulated area with HEPA vacuum and CDPH approved workers in PPE and air samples by a competent person. All area will be properly mark and protected during Abatement activities.

All work will be performed in strict accordance with all federal, state and local regulations.

TOTAL PRICE: \$ 2,590.00

Exclusions:

Abatement and / or demolition of any other items not specifically listed above. Removal / storage or reinstallation of any times to be re-used, No 3rd Party Survey or Clearances, No Cut & Cap of Utilities, No Trench Digging, No Lay-outs, No Sidewalk Protection / Temp Fencing, No Concrete or asphalt repairs.

The following addendums are acknowledged to the extent that they are applicable to this proposal:	2
This proposal and the associated full price includes the following number of maximum site mobilizations.	1
Additional mobilizations to site will be at a set cost of:	\$ 1,260.00

Note: Any damage to finished surfaces, due to environmental containment work is beyond the control of MEC and any required repairs / repainting, IS NOT included in this proposal pricing.

Mec, Inc. retains all rights to salvage and equipment value. Price includes the submittal of a general environmental work plan only. This scope does not extend to performing work for any other trades except what is specifically identified above.

Payment:

- Prices quoted herein do not provide for retention
- Nothing in resulting subcontract shall require the Subcontractor to continue performance, if timely payments are not made to Subcontractor for suitably performed work
- Net 30 Days: Late payments will be subject to all collection costs plus interest at 1.5% per month at the maximum allowed by law, whichever is greater.
- Indemnification / Liability:**
- Nothing in resulting subcontract shall require MEC, Inc. to be liable for consequential and / or indirect damages
- No back charge or claim of the Contractor for services shall be valid except by an agreement in writing with the Subcontractor before the work is executed, except in the case that the Subcontractor fails to meet any requirement of the subcontract agreement
- Other Contract Language:**
- MEC, Inc. retains all rights allowed by law. Subcontract shall not require Subcontractor to waive any legal rights.
- Termination of any agreement resulting from this proposal, for convenience of the Contractor is strictly prohibited, unless agreed to in writing by an authorized MEC, Inc. representative
- This proposal shall be incorporated as an Exhibit of any subcontract or purchase order for work contained herein. Notwithstanding, anything to the contrary contained in any Subcontract, the General Contract, the General Terms and Conditions and / or any other Contract Document related hereto, the MEC, Inc. proposal attached to the contract as an Exhibit incorporated into the contract shall supersede any such inconsistent or contrary. In the event of a partial acceptance of the work proposed, a revised proposal would be provided for incorporation into the agreement document.
- Any and all work performed by MEC, Inc. and ordered (orally or written) by the Contractor prior to manually signing an agreement including initialing all changes shall be governed by this proposal.
- The prices quoted herein are bid as a package. Partial acceptance will be cause for price changes and no retention shall be withheld
- MEC, Inc. retains the right to refuse to perform extra work at force account.
- For each day that MEC, Inc. cannot work, due to any scheduled scope of work or area not being ready, each day will count as a single mobilization.

THESE TERMS, SPECIFICATIONS AND CONDITIONS SHALL APPLY AND ARE FAIRLY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. IF CHANGES ARE MADE AS NOTED ABOVE.

Date of Acceptance _____

Signature _____

Signature _____

Accepted by MEC, Inc.

MEC ENVIRONMENTAL, INC.



Newton Construction and Management
 2436 Broad Street
 San Luis Obispo, California 93401
 P: (805) 544-5583

Project: 24010 Santa Maria Airport District- US Customs
 Building Remodel
 3335 Corsair Circle
 Santa Maria, California 93455

RFI #2: Site Plumbing Materials Clarifications

Status	Closed on 05/06/24		
To	John Smith (Tartaglia Engineering) <i>(Response Required)</i>	From	Nathan Lattyak (Newton Construction & Management) 2436 Broad Street San Luis Obispo, California 93401
Date Initiated	Apr 23, 2024	Due Date	Apr 30, 2024
Location		Project Stage	Pre-Construction
Cost Impact	TBD	Schedule Impact	TBD
Spec Section	32 00 15 - Building Fire Protection Service	Cost Code	
Drawing Number	Sheet 2, Sheet 7	Reference	
Linked Drawings	C7 , C2		
Received From	Paulo Sena (Sena Plumbing)		
Copies To	Jay Cervantes (Newton Construction & Management), Noli Gamiao (Tartaglia Engineering), Jason Hargreaves (Tartaglia Engineering)		

Activity

Question

Question from Nathan Lattyak Newton Construction & Management on Tuesday, Apr 23, 2024 at 04:01 PM PDT

- Note 5 on Sheet 2 (Attached) states to make a 4" hot tap connection into Existing 8" PVC water piping. On the drawing this WL is noted as 8" AC (asbestos cement), which will require abatement. Please advise 8" pipe material and if abatement is required.
- Note 6 on Sheet 2 states to install 4" C-900. Spec section 15.3 calls out for 4" Schedule 40 PVC with solvent connections, (see attached). Please clarify, and if C-900 please advise if DR-14 or DR-18.
- Is use of an N pattern back flow acceptable in lieu of city Detail G on Sheet 7
- City Detail G Sheet 7 does not show a vandal cage on the backflow device, Will one be desired?

Attachments

[RFI 02 Existing pipe type and new pipe install*.pdf](#)

Official Response

Response from John Smith Tartaglia Engineering on Monday, May 6, 2024 at 10:48 AM PDT

- Available records indicate this pipe is AC. Hot tap is still required. Contractor to perform standard means and methods to accomplish. If abatement is required, abatement shall be performed.
- Water pipe shall be Class 150, DR 18.
- Have you ever installed an "N" pattern backflow in the City of Santa Maria, on a service off of a city waterline? If so, provide location so the engineer can communicate with the Building Department?
- Yes to the vandal cage.

All Replies

Response from John Smith Tartaglia Engineering on Monday, May 6, 2024 at 10:48 AM PDT

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NPK		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
4XE	0795	\$21.54
6XA	0800	\$16.29
H-10XB	0810	\$46.65
H-12X	0815	\$45.41
H-16X	0820	\$39.13
H-20X	0840	\$41.53
H4X,HXA	0860	\$14.26
H7X	0880	\$16.88
OKADA		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
UB-5	0900	\$9.76
UB-8	0950	\$19.66
RAMMER		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
S-84	1000	\$37.82
S-86	1050	\$41.23
STANLEY		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MB250	1100	\$8.29
MB2900	1120	\$29.18
MB4900	1140	\$51.58
MB550	1160	\$13.01
MB800	1180	\$19.04
TELEDYNE		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
950X	1190	\$43.85
TB1025	1195	\$48.58
TB1425X	1200	\$42.67
TB2225X	1220	\$79.62
TB425	1240	\$18.21
TB825X	1260	\$30.90
TRAMAC		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
BRH1100	1300	\$46.96
BRH125	1310	\$14.90
BRH250	1320	\$15.69
BRH400	1330	\$15.08
BRH620	1340	\$31.67
BRH750	1350	\$26.14
BRV950	1360	\$27.39

TUNKER		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
40.01	1400	\$208.73
40.05	1450	\$208.73
60.05	1460	\$192.88
VULCAN		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
I	1500	\$31.14
010	1520	\$46.03
100C	1540	\$49.61
2300	1560	\$190.83
80C	1580	\$38.44

**HYDRAULIC CRANES & EXCAVATORS, [HCECL]
CRAWLER MOUNTED**

DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.85
Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.

BANTAM		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 266	0680	\$110.42
C 366	0690	\$127.26
C 744	1075	\$81.74

CASE		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
9030B	0100B	\$119.57
9040	0110	\$124.72
9060B	0120B	\$253.85
40E E-Boom	1600	\$101.46
40E Y-Boom	1601	\$101.87
50E	1602	\$128.59
125B	1602H	\$101.59
170C	1602N	\$143.48
220B	1602R	\$181.19
880B Y-Boom	1609	\$72.64
980B	1615	\$112.32
1080	1615E	\$99.59
1080B	1615J	\$101.29
1280	1616	\$134.95
1280B	1616E	\$128.28

CATERPILLAR		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
303.5E CR	0100	\$39.01
304 CR	0200	\$40.71
305C CR	0250	\$55.25
308E2 CR SB	0270	\$60.36
308DCR	0271	\$52.83
312	0300	\$64.42



Newton Construction and Management
 2436 Broad Street
 San Luis Obispo, California 93401
 P: (805) 544-5583

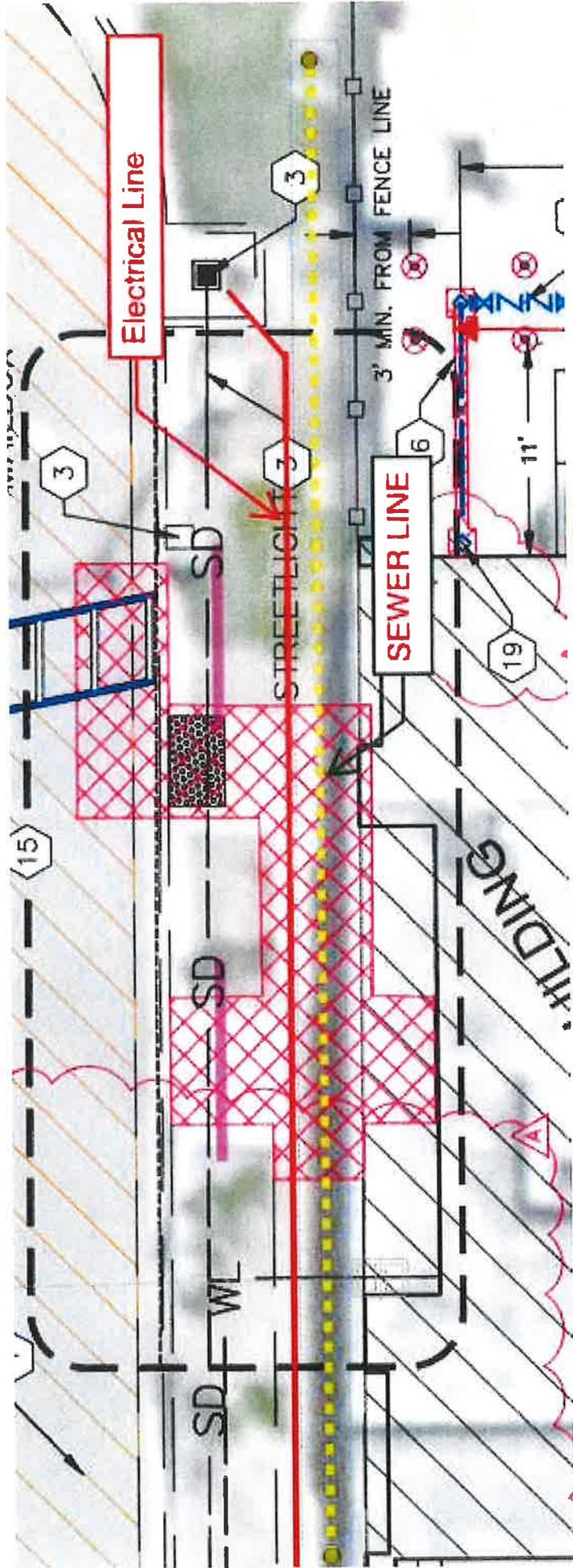
Project: 24010 Santa Maria Airport District- US Customs
Building Remodel
 3335 Corsair Circle
 Santa Maria, California 93455

RFI #22: Unforeseen Utility Lines at Flatwork Entrance Ramp

Status	Closed on 09/04/24		
To	John Smith (Tartaglia Engineering)	From	Jeremy Tennesen (Pac-West General)
Date Initiated	Aug 26, 2024	Due Date	Sep 2, 2024
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Jay Cervantes (Newton Construction & Management)		
Copies To	Jim Albrecht (RA Architects & Engineers), Jessica Carlon (RA Architects & Engineers), Jay Cervantes (Newton Construction & Management), Noli Gamiao (Tartaglia Engineering), John Smith (Tartaglia Engineering), Jeremy Tennesen (Newton Construction & Management)		

Activity

Question	<p>Question from Jeremy Tennesen Pac-West General on Monday, Aug 26, 2024 at 02:49 PM PDT</p> <p>Upon digging for the flatwork ramp at the building entrance, an unforeseen sewer line and an electrical line were discovered within 12" from bottom of flatwork. To achieve proper compaction at locations around the piping, please confirm acceptable to install class II base rock around piping and compact accordingly.</p> <p>Attachments NCM RFI 022 Attachment #1.png</p>
Official Response	<p>Response from John Smith Tartaglia Engineering on Monday, Aug 26, 2024 at 03:46 PM PDT</p> <p>This is acceptable.</p>
All Replies	<p>Response from John Smith Tartaglia Engineering on Monday, Aug 26, 2024 at 03:46 PM PDT</p> <p>This is acceptable.</p>



**NEWTON CONSTRUCTION
CHANGE ESTIMATE BREAKDOWN**

DATE: 10/9/2024
PROPOSED CE #: 12
REVISION #: 0

PROJECT: Santa Maria Airport Customs Remodel

SOURCE: Project Delays - SEPTEMBER 2024

SCHEDULE:
Additional days required: 21

DESCRIPTION: The following costs are for extended overhead due to numerous design changes and delays. The costs below were incurred during the month of September 2024. The original substantial completion date was November 20th, 2024. PCOs 2-4 & 6-8 have been approved, however extended overhead costs have not been addressed.

Pricing Is as Follows:

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
	Project Superintendent Jay - 100%	1.00			\$ -
1	Labor Wages	1.00	MO	11280.29	\$ 11,280.29
2	Health Insurance	1.00	MO	693.00	\$ 693.00
3	Truck	1.00	MO	2250.00	\$ 2,250.00
4	Cellphone	1.00	MO	100.00	\$ 100.00
5	Software Licensing	1.00	MO	314.49	\$ 314.49
	General Superintendent Joe 8%	0.08			\$ -
7	Labor Wages	0.08	MO	14622.60	\$ 1,125.94
8	Health Insurance	0.08	MO	2387.00	\$ 183.80
9	Truck	0.08	MO	2250.00	\$ 173.25
10	Cellphone	0.08	MO	100.00	\$ 7.70
11	Software Licensing	0.08	MO	314.49	\$ 24.22
	Project Engineer Jeremy - 25%	0.25			\$ -
13	Labor Wages	0.25	MO	8355.77	\$ 2,088.94
14	Health Insurance	0.25	MO	668.00	\$ 167.00
15	Cellphone	0.25	MO	100.00	\$ 25.00
16	Fuel Allowance	0.25	MO	500.00	\$ 125.00
17	Software Licensing	0.25	MO	314.49	\$ 78.62
	Concrete General Foreman - 0%	0.00			\$ -
24	Labor Wages	0.00	MO	17920.52	\$ -
25	Health Insurance	0.00	MO	2346.37	\$ -
26	Cellphone	0.00	MO	100.00	\$ -
27	Software Licensing	0.00	MO	314.49	\$ -
	Misc				\$ -
29	Temporary Power & Lighting Maintenance	0	MO	582.00	\$ -
30	Temporary Office	0	MO	650.00	\$ -
31	Temporary Drinking Water	1	MO	114.00	\$ 114.00
32	Temporary Water - Water Meter & Fees	1	MO	478.87	\$ 478.87
33	Temporary Fire Protection	0	MO	0.00	\$ -
34	Temporary Heat, Cooling, Ventilation	0	MO	0.00	\$ -
35	Temporary Access - Rumble Strips	0	MO	115.00	\$ -
36	Temporary Signage & Protection	0	MO	0.00	\$ -
37	Janitorial Service	0	MO	0.00	\$ -
38	Temporary Internet	1	MO	142.00	\$ 142.00
39	Blue Prints for Drawing Revisions	0	MO	190.00	\$ -
40	Office Supplies/ Printer/ Ink/ Paper Etc.	1	MO	185.00	\$ 185.00
41	Security Procedures	0	MO	260.00	\$ -
42	Photo Documentation (Drone / Time Lapse Camera)	0	MO	113.00	\$ -
43	Health & Safety - Supplies/Program/Training/Inspection	1	MO	1340.00	\$ 1,340.00
44	Additional Cleanup Requirements	0	MO	1760.00	\$ -
45	Temporary Fencing	1	MO	720.00	\$ 720.00
46	Dust Control, Dewatering, & Water Truck	0	MO	4150.00	\$ -
47	Temporary Vehicles - Club Car	0	MO	208.00	\$ -
48	Reach Lift	0	MO	3800.00	\$ -
49	Skip Loader	0	MO	2300.00	\$ -
50	Excavator	0	MO	2550.00	\$ -
51	SWPP/ Protection/ Maintenance	0	MO	2202.22	\$ -
52	Waste Management - Trash, Concrete, Wood, Metal	1	MO	448.00	\$ 448.00
53	Storage Units - 4 Sea Trains @ \$320/mo ea.	0	MO	1280.00	\$ -
54	Sanitary Facilities (Restrooms, Handwash Stations)	1	MO	435.00	\$ 435.00
55	Builders Risk	0	MO		\$ -
					\$ -
				Subtotal	\$ 22,500
Exclusions:					
	Wage Escalation				
	Inefficiencies				
	Material Escalation				
	Additional Weather Impacts due to delays				
		Net Change		\$	22,500
		Home Office OH	9.00%		
		Profit	15.00%		
		Bond/Insurance	2.50%	\$	-
		TOTAL		\$	22,500

From: Melissa Jones <mjones@armorcore.com>
Sent: Thursday, September 19, 2024 9:04 AM
To: Jay Cervantes <jcervantes@newtonconstruction.com>
Subject: Bullet Resistant Fiberglass

Thank you for your call.

UL Level 3 is \$16.00sqft
Each 5x8 will be \$640.00
Freight to 93455 will be \$410.00

Our current lead time is about 7-10 business days.

Please let me know if you need anything else.

ALL QUOTES ARE VALID THROUGH CURRENT QUARTER UNLESS OTHERWISE SPECIFIED

Thank you,

3

Melissa



Melissa Jones

Sales, Expeditor and Accounts Receivables

mjones@armorcore.com

866.688.3088 toll free 254.752.3622 office 254.752.3634 fax

Waco Composites

302 S. 27th Street Waco, TX 76710

www.armorcore.com

ISO Certified 9001:2015



<http://www.facebook.com/wacocomposites>

4



Newton Construction and Management
 2436 Broad Street
 San Luis Obispo, California 93401
 P: (805) 544-5583

Project: 24010 Santa Maria Airport District- US Customs
 Building Remodel
 3335 Corsair Circle
 Santa Maria, California 93455

RFI #25: Ballistic Paneling at Entry

Status Closed on 09/25/24

To Jessica Carlon (RA Architects & Engineers)
 Jim Albrecht (RA Architects & Engineers)
 John Smith (Tartaglia Engineering)

From Jeremy Tennesen (Pac-West General)

Date Initiated Sep 6, 2024 **Due Date** Sep 13, 2024

Location **Project Stage**

Cost Impact **Schedule Impact**

Spec Section 09 29 00 - Gypsum Board **Cost Code**

Drawing Number **Reference**

Linked Drawings

Received From Jay Cervantes (Newton Construction & Management)

Copies To Jim Albrecht (RA Architects & Engineers), Jessica Carlon (RA Architects & Engineers), Jay Cervantes (Newton Construction & Management), Noli Gamiao (Tartaglia Engineering), John Smith (Tartaglia Engineering), Jeremy Tennesen (Newton Construction & Management)

Activity

Question **Question from Jeremy Tennesen Pac-West General on Friday, Sep 6, 2024 at 10:15 AM PDT**

The entry of the building appears to have ballistic paneling only on the wall with the pass thru window. The paneling stops at the door frame and does not continue to the end of the wall, reference the attachment for clarity.
 Per conversation during the virtual inspection on 09/06, please confirm all three walls need continuous ballistic paneling and provide a specification for the product to use.

Attachments
[RFI Sketch - Ballistic Paneling.pdf](#)

Official Response **Response from John Smith Tartaglia Engineering on Monday, Sep 16, 2024 at 02:26 PM PDT**

Jay: During our US Customs virtual inspection last week the subject of the continuous ballistic protection on all three walls of the sallyport were discussed. I understand your team did an inspection and concluded the two side walls (left and right when going through a door wall) do not have the ballistic wall protection. Jim and I will review the CBP standards and provide a technical specification. Once you receive that, provide a cost and time proposal to remove the sheetrock, install the protection, install sheetrock, tape and texture.

Attachments
[102641 Bullet-Resistant-Panels.pdf](#)

All Replies

Response from John Smith Tartaglia Engineering on Monday, Sep 16, 2024 at 02:26 PM PDT

Jay: During our US Customs virtual inspection last week the subject of the continuous ballistic protection on all three walls of the sallyport were discussed. I understand your team did an inspection and concluded the two side walls (left and right when going through a door wall) do not have the ballistic wall protection. Jim and I will review the CBP standards and provide a technical specification. Once you receive that, provide a cost and time proposal to remove the sheetrock, install the protection, install sheetrock, tape and texture.

Attachments

[102641 Bullet-Resistant-Panels.pdf](#)

SECTION 102641 – BULLET RESISTANT PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Bullet resistant fiberglass panels of the following ballistic rating level:
 - 1. UL 752 level 3 ballistic rated.
 - 2. ArmorCore Level 3 or equal.

1.2 RELATED SECTIONS

- A. Section 061000 – Rough Carpentry
- B. Section 092900- Gypsum Board Assemblies

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 - 2. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 3. ASTM E 413 - Classification for Rating Sound Insulation.
 - 4. ASTM F 1233 - Standard Test Method for Security Glazing Materials and Systems.
- B. International Organization for Standardization (ISO):
 - 1. ISO 9001-2008 - Quality Management System.
- C. National Institute of Justice Ballistic Standards (NIJ):
 - 1. NIJ Standard 0108.01.
- D. Small Business Administration (SBA):
 - 1. SBA Small Business Size Standard.
- E. Underwriters Laboratories (UL):
 - 1. UL 752 Specifications and Ammunition, 11th Edition, Standard for Bullet Resisting Equipment published September 9, 2005, revised December 21, 2006.
- F. The United States Department of State:
 - 1. The International Traffic in Arms Regulations (ITAR).

1.4 SUBMITTALS

- A. Submit under provisions of Section 013300 – Submittal Procedures
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.

2. Storage and handling requirements and recommendations.
 3. Installation methods.
- C. Shop Drawings: Details of installation of bullet resistant fiberglass panels.
- D. Certificates: Submit printed data to indicate compliance with following requirements.
1. UL Listing Verification and UL752 Current Test Results as provided by Underwriters Laboratories.
 2. ASTM E 119.
 3. ASTM F 1233.
 4. ASTM E 90.
 5. ASTM E 413.
 6. Manufacturer's third party certificate of registration with ISO 9001:2008.
 7. Manufacturer's U.S. Dept. of State ITAR Statement of Registration.
 8. Manufacturer's SBA Profile verifying small business status by the SBA.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

- A. Sourcing: Panels manufactured in the United States of America with raw materials sourced from the U.S.A. for quality assurance purposes and to comply with any applicable "Buy American" provisions.
- B. Manufacturer Qualifications: Minimum 5 year experience manufacturing similar products.
- C. Installer Qualifications: Minimum 2 year experience installing similar products.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Finish areas designated by Architect.
 2. Do not proceed with remaining work until workmanship is approved by Architect.
 3. Refinish mock-up area as required to produce acceptable work.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Deliver materials to project with manufacturer's UL Listed labels intact and legible.
- C. Handle material with care to prevent damage. Store materials inside under cover, stack flat and off the floor.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.10 WARRANTY

- A. Provide manufacturer's standard limited warranty for materials and workmanship against defects for a period of ten years from the date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: ArmorCore by Waco Composites, which is located at: P. O. Box 20008; Waco, TX 76702-0008; Toll Free Tel: 866-688-3088; Tel: 254-752-3622; Fax: 254-752-3634; Email: [request info \(sales@armorcore.com\)](mailto:request_info(sales@armorcore.com)); Web: www.armorcore.com
- B. Or equal.
- C. Requests for substitutions will be considered in accordance with provisions of Section 012500- Substitution Procedures.

2.2 BULLET RESISTANT PANELS

- A. General:
 - 1. Bullet Resistant Fiberglass Panels shall be "non-ricochet type" to permit the encapture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.
 - 2. Bullet resistance of joints: Equal to that of the panel.
- B. Product: Panels shall be fabricated of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with a thermoset polyester resin and compressed into flat rigid sheets as manufactured by Waco Composites.
- C. Panel Product: ArmorCore Level 3.
 - 1. Panel Rating: UL752 Level 3.
 - 2. Armor Type: NIJ Standard 0108.01 - Type III.
 - 3. Physical Characteristics: 7/16 inches (36.5 mm) thick, 15.2 lbs. per sq.ft. (74.2 kg per sq. m).
 - 4. Panel Size: Maximum size to limit number of seams.
 - 5. Panel Size: 3 feet x 8 feet (914 mm x 2438 mm).
 - 6. Panel Size: 3 feet x 9 feet (914 mm x 2743 mm).
 - 7. Panel Size: 3 feet x 10 feet (914 mm x 3048 mm).
 - 8. Panel Size: 4 feet x 8 feet (1219 mm x 2438 mm).

9. Panel Size: 4 feet x 9 feet (1219 mm x 2743 mm).
10. Panel Size: 4 feet x 10 feet (1219 mm x 3048 mm).
11. Panel Size: 5 feet x 8 feet (1524 mm x 2438 mm).
12. Panel Size: 5 feet x 9 feet (1524 mm x 2743 mm).
13. Panel Size: 5 feet x 10 feet (1524 mm x 3048 mm).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Prior to starting installation, verify work of related trades required in contract documents and architectural drawings is complete to the point where work of this Section may properly commence.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions and in proper relationship with adjacent construction.
- B. Reinforce joints with a back-up layer of bullet resistive material. Minimum width of reinforcing layer at joint shall be 4 inches (102 mm), centered on panel joints.
- C. Install panels in accordance with manufacturer's printed recommendations and as required by contract documents.
- D. Secure armor panels using screws, bolts, or an industrial adhesive.
- E. Method of application shall install panels minimizing vulnerabilities by fitting tightly to adjacent surfaces including concrete floor slab, concrete roof slab, bullet resistive door frames, bullet resistive window frames, and other assemblies.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

OUTDOOR STORAGE LEASE

THIS LEASE, dated **April 10, 2025**, 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 **Restoration Masters** (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 2,000 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 Month-to-Month.

3. Rent.

a. Monthly Rent. During the term of this Lease, Lessee shall pay monthly rent to District at the per-square-foot rate then in effect for Outdoor Storage as approved by the District Board of Directors and as may be amended from time to time at the sole discretion of the District. As of the date of this lease, the rent is \$686.00 per month (\$0.343 per square foot).

b. 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.

c. 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.

d. 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 equipment and client contents, which may include shipping containers, vehicles, equipment, and other contents which do not otherwise violate the terms of this Agreement and applicable District policy. Lessee agrees to maintain a safety buffer of at least three (3) feet along the full perimeter of the Premises (which shall be measured from the fence line, if available), which Lessee shall keep completely clear of any equipment, vehicles, or other contents, whether or not such property belongs to Lessee.

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.

q. Place any storage item within 3 feet of the fence. This 3-foot clear zone is depicted in Exhibit "A" attached herein.

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 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:

aComprehensive 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.

DATE: April 10, 2025

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: _____
Steve Brown, Secretary

District Counsel

LESSEE:

Restoration Masters

By: _____
Esmeralda Mendoza, CEO

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:

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 April 10, 2025, herein called "License") between Santa Maria Public Airport District (herein called "District") and Restoration Masters (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.

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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.

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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.

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OUTDOOR STORAGE LEASE

THIS LEASE, dated **April 10, 2025**, 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 Month-to-Month.

3. Rent.

a. Monthly Rent. During the term of this Lease, Lessee shall pay monthly rent to District at the per-square-foot rate then in effect for Outdoor Storage as approved by the District Board of Directors and as may be amended from time to time at the sole discretion of the District. As of the date of this lease, the rent is \$2,058.00 per month (\$0.343 per square foot).

b. 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.

c. 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.

d. 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 equipment and client contents, which may include shipping containers, vehicles, equipment, and other contents which do not otherwise violate the terms of this Agreement and applicable District policy. Lessee agrees to maintain a safety buffer of at least three (3) feet along the full perimeter of the Premises (which shall be measured from the fence line, if available), which Lessee shall keep completely clear of any equipment, vehicles, or other contents, whether or not such property belongs to Lessee.

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.

q. Place any storage item within 3 feet of the fence. This 3-foot clear zone is depicted in Exhibit "A" attached herein.

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 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:

aComprehensive 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 2648 Industrial Parkway, 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.

DATE: April 10, 2025

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: _____
Steve Brown, Secretary

District Counsel

LESSEE:

New Life Bath & Kitchen

By: _____
Noah Winkles, President

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:

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 April 10, 2025, 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.

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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.

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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).

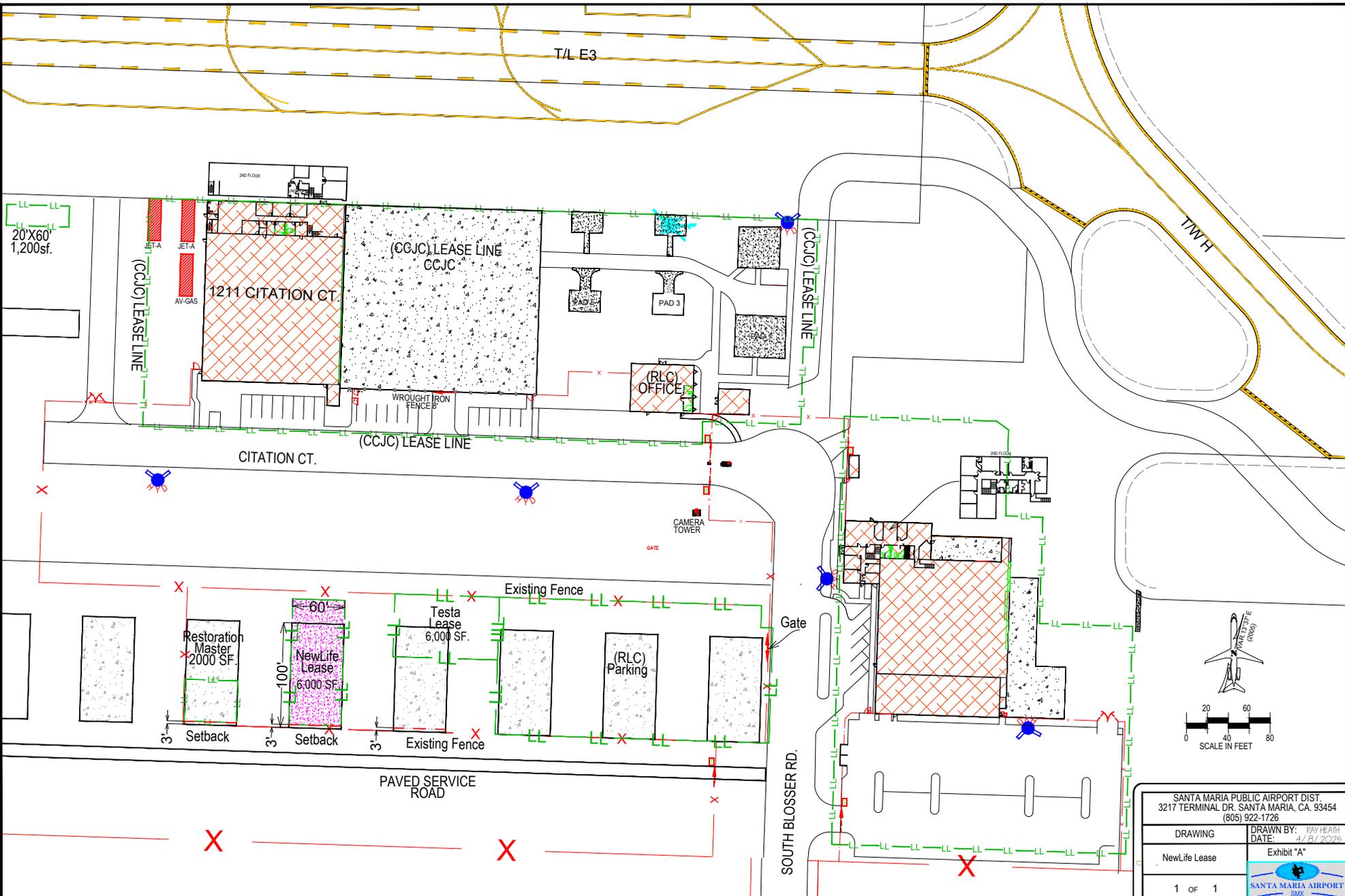
13. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased property. This public right of flight shall include the right to cause in said airspace any noise 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.

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SANTA MARIA PUBLIC AIRPORT DIST. 3217 TERMINAL DR. SANTA MARIA, CA. 93454 (805) 922-1726	
DRAWING NewLife Lease	DRAWN BY: RAY HEATH DATE: 4/19/2022 Exhibit "A"
1 OF 1	

OUTDOOR STORAGE LEASE

THIS LEASE, dated **April 10, 2025**, 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 **Martin Testa, DBA Testa Catering** (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 Month-to-Month.

3. Rent.

a. Monthly Rent. During the term of this Lease, Lessee shall pay monthly rent to District at the per-square-foot rate then in effect for Outdoor Storage as approved by the District Board of Directors and as may be amended from time to time at the sole discretion of the District. As of the date of this lease, the rent is \$2,058.00 per month (\$0.343 per square foot).

b. 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.

c. 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.

d. 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 equipment and client contents, which may include shipping containers, vehicles, equipment, and other contents which do not otherwise violate the terms of this Agreement and applicable District policy. Lessee agrees to maintain a safety buffer of at least three (3) feet along the full perimeter of the Premises (which shall be measured from the fence line, if available), which Lessee shall keep completely clear of any equipment, vehicles, or other contents, whether or not such property belongs to Lessee.

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.

q. Place any storage item within 3 feet of the fence. This 3-foot clear zone is depicted in Exhibit "A" attached herein.

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 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:

aComprehensive 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 2218 S. Thornburg Street, 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.

DATE: April 10, 2025

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: _____
Steve Brown, Secretary

District Counsel

LESSEE:

MARTIN TESTA
DBA TESTA CATERING

By: _____
Martin Testa, President

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:

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 April 10, 2025, herein called "License") between Santa Maria Public Airport District (herein called "District") and Martin Testa, DBA Testa Catering (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.

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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.

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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.

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SERVICE AGREEMENT
(Consulting Services)

By this Agreement, dated April 10, 2025, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and Aviation Management Consulting Group, Inc., (herein called "Consultant"), District retains Consultant to perform an Airport Rent Study.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Consultant agree as follows:

1. SCOPE OF AGREEMENT

District hereby hires Consultant to assist District's General Manager in providing an Airport Rent Study. Consultant agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Consultant will commence April 10, 2025. The services shall be completed prior to July 31, 2025.

3. COMPENSATION

District shall compensate Consultant for all services to be provided by Consultant under this Agreement, as outlined in Exhibit "A" attached and incorporated by this reference. Consultant shall be compensated for the work requested by the District's general manager, not to exceed \$27,950.00. Consultant shall bill District monthly for services rendered, based upon progress and hourly time expended on each element of the project. Payment shall be due and payable 30 days following date of receipt of submitted bill.

Reimbursable Expenses are limited to meals, printing, shipping, and expenses associated with presentations and meetings not to exceed \$2,750. All expenses are included in the cost. There will be no reimbursement for office overhead, including but not limited to telephone, facsimile, postage, in-house copying, insurance, etc. which are included in the consulting fees.

4. MATERIALS AND DOCUMENTS

District shall be the owner of all drawings, Mylar's, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Consultant. Consultant may retain copies for its files.

Consultant shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Consultant in the performance of the services hereunder, except as otherwise specifically provided.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by Consultant.

6. INDEPENDENT CONTRACTOR

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. PRIOR APPROVAL OF DISTRICT

Consultant shall not incur any obligations or provide any services for District exceeding \$27,950.00 without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Consultant's bills.

8. CONSULTANT RECORDS

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for three (3) years after District makes final payment to Consultant hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work hereunder.

9. TERMINATION

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Consultant shall not be entitled to further compensation from District, other than for services previously approved and completed.

10. SUSPENSION OR ABANDONMENT OF PROJECT

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Consultant, who shall immediately terminate all work upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Consultant, as full and final settlement, compensation for all of Consultant's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received in accordance with Exhibit "A" had the project been completed.

11. **INSURANCE** Consultant shall, at Consultant's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Consultant and Consultant's officers and employees:

Automotive and Public Liability and Property Damage Insurance:
Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

12. **INDEMNITY**

In compliance with California Civil Code Section 2782.8, Consultant shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including reimbursed costs and expenses for reasonable legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Consultant, or to the extent caused by the negligence, willful misconduct or omission of Consultant, its officers and employees, provided, however, that Consultant is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

13. **EXTRA SERVICES**

There will be no payment for extra services by Consultant unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors.

14. **RIGHT TO AMEND**

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Consultant agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Consultant for previously approved expenses and completed services.

15. 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 Consultant at 9085 E. Mineral Circle, Suite 315, Centennial, CO, 80112. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and 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.

16. ATTORNEY'S FEES

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, 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.

17. OTHER CONSULTANTING SERVICES

District reserves the right to contract with Consultant or other Consulting firms for Consulting and design services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Dated: April 10, 2025

DISTRICT:

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

Ignacio Moreno, President

Approved as to form for District:

Steven Brown, Secretary

District Counsel

Consultant:

AVIATION MANAGEMENT CONSULTING GROUP

David Benner, Managing Principal



Prospect: Santa Maria Public Airport District (District)
3217 Terminal Drive
Santa Maria, California 93455

Contact: Veroneka Reade, Manager of Finance and Administration

Location: Santa Maria Airport (Airport)

Services: Airport Rent Study

Scope: Aviation Management Consulting Group (AMCG) proposes conducting an *Airport Rent Study* to estimate an opinion of market rent for certain Airport improvements (Subject Properties) for the District at the Airport. The proposed work plan is provided in **Attachment A**.

Fees: Based on the proposed scope of services, attached work plan, and AMCG's experience with similar projects, the *Airport Rent Study* can be provided for a fixed fee of \$29,420.

AMCG VALUES THE OPPORTUNITY TO CONTINUE WORKING WITH THE DISTRICT AND WE TRULY APPRECIATE YOUR CONFIDENCE IN OUR SERVICES. AS SUCH, AMCG WILL APPLY AN EXISTING CLIENT DISCOUNT OF 5.0% FOR A **TOTAL DISCOUNTED FEE OF \$27,950**.

Expenses: An expense allocation of \$2,750 is included in the Fees identified herein to cover the direct (project-related) expenses for the proposed scope of services and work plan. The expense allocation includes one site visit that will consist of two people for one and one-half days on-site. Any direct (project-related) expenses incurred by AMCG more than the expense allocation would be reimbursed to AMCG (at cost without mark-up).

Direct (project-related) expenses include air and ground transportation, lodging, subsistence, and costs for outside services (e.g., overnight or courier service, copying, printing, and document production/duplication, etc.).

Schedule: Notwithstanding circumstances beyond AMCG's control and based on AMCG's experience with similar projects, the proposed scope of services and work plan can be completed within 10 weeks from the site visit date.

Other: This proposal is valid through May 30, 2025, and is subject to change thereafter including, but not limited to, withdrawal in whole or in part. Fees and expenses (and completion of the project in accordance with the schedule) are dependent on the: (1) quality, composition, and timeliness of the information provided to/obtained by AMCG and (2) the time required by the District, its representatives, or others to review draft work products and/or provide comments.

A signed Project Authorization Agreement will be required to commence work on the project.



Airport Rent Study

AMCG proposes conducting an *Airport Rent Study* to estimate an opinion of market rent for certain Airport improvements (Subject Properties) identified in the following table:

Box Hangar Summary			
Address	Identification	Number of Units	Size (SF)
3115 Airpark Drive	A-C	3	2,160
3117 Liberator Street	A	1	1,287
	C	1	2,475
	D	1	2,649
	E	1	2,200
3119 Liberator Street	North	1	3,120
	South	1	3,690
3121 Liberator Street	N/A	1	2,100
3125 Liberator Street	Wyatt	1	4,465
	Hensley	1	4,465
Total			32,931
Community Hangar Summary			
Lessee	Identification	Number of Units	Size (SF)
3203 Lightning Street	108	1	11,895
	128	1	11,702
3409 Corsair Circle	N/A	1	10,800
3940 Mitchell Road	N/A	1	21,700
3944 Mitchell Road	N/A	1	6,400
Total			62,497
Office Summary			
Lessee	Identification	Number of Units	Size (SF)
3119 Liberator Street	North	1	720
3123 Liberator Street	N/A	1	1,056
3203 Lightning Street	East (1st floor)	1	3,367
	East (2nd floor)	1	3,367
	West (1st floor)	1	4,417
	West (2nd floor)	1	4,285
3409 Corsair Circle	1st floor	1	1,915
	2nd floor	1	2,386
3940 Mitchell Road	1st floor	1	3,174
	2nd floor	1	2,647
3944 Mitchell Road	East	1	1,120
	West	1	1,120
Total			29,574
Shop/Storage Summary			
Lessee	Identification	Number of Units	Size (SF)
3409 Corsair Circle	N/A	1	823
Total			823
Apron Summary			
Lessee	Identification	Number of Units	Size (SF)
3409 Corsair Circle	N/A	1	4,500
Total			4,500

Aeronautical Land and Improvements

To estimate the market rent for aeronautical airport properties, AMCG will analyze rental rates on a comparative basis for similar improvements at comparable and competitive airports (and at national and regional airports) to support a market based rental rate conclusion for each component of the Subject Properties. If fees are charged in lieu of or in addition to rent, AMCG will take that into account.

MARKETPLACE CONSIDERATIONS

General conditions, trends, and demographics in the market will be considered by AMCG (as appropriate).

OTHER CONSIDERATIONS

AMCG will review the highest and best use of the Subject Properties but assume the highest and best use will continue as an aviation-related aeronautical use, that the Subject Properties will continue to be part of an operating airport, and that access to the infrastructure and amenities of the airport will be available.

Work Plan

To accomplish the scope of work for an *Airport Rent Study*, AMCG will complete the following:

TASK 1: PROJECT INITIALIZATION MEETING

Conduct a virtual project initialization meeting with Airport management to discuss (1) the methodology and Subject Properties, (2) the information to be gathered in Task 2, and (3) site visit coordination in Task 3.

TASK 2: INFORMATION COLLECTION

Relevant and pertinent information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport will be compiled by Airport management. AMCG will provide a written information request to help facilitate this process.

TASK 3: SITE VISIT

Conduct a site visit to include: (1) a site visit initialization meeting with Airport management, (2) a tour of the Airport and Subject Properties, (3) photographs of the Subject Properties, and (4) meetings with select stakeholders (i.e., representatives of the aviation businesses and/or non-commercial entities) – as determined by Airport management working in collaboration with the team and based on available budget and schedule.

While on-site, AMCG will review the location of and access to the Subject Properties and work with representatives of Airport management to verify/confirm (as necessary) the type, use, and attributes of each property. AMCG will review and analyze additional information, data, and documentation obtained during the site visit and conduct additional research.

TASK 4: RESEARCH AIRPORT IDENTIFICATION

Develop a preliminary list of comparable and competitive airports (based on the Airport's existing infrastructure and activity indicators) for review by Airport management. AMCG will identify regional airports.

The selection of comparable airports and the assimilation and analysis of data for similar properties (including, but not limited to, type, use, and attributes) at comparable and competitive airports is essential to the rent study process.

AMCG COMPILED A DATABASE OF THE 19,536 AIRPORTS LOCATED IN THE UNITED STATES INCLUDING 3,332 PUBLIC-USE, NPIAS DESIGNATED AIRPORTS.

Multiple variables will be considered when identifying and selecting comparable airports including, but not limited to, the following:

- Infrastructure (number, configuration, and capacity of runways and taxiways)
- Approaches (precision versus non-precision)
- Presence or absence of a control tower
- Number and type of aviation businesses (including the number of fuel providers)
- Amount of available land for aviation development (and related land use considerations)
- Type of market
- Number and type of airports in the market
- Activity levels (based aircraft, aircraft operations, and fuel volumes)

TASK 5: COMPARATIVE ANALYSIS

Collect, review, and analyze information, data, and documents from comparable, competitive, regional, and national airports using AMCG's proprietary database, reference library, and/or directly from the airports identified in Task 4.

AMCG MAINTAINS AN EXTENSIVE DATABASE OF MORE THAN 725 AIRPORTS LOCATED IN THE UNITED STATES WITH MORE THAN 4,600 DATA POINTS SPECIFICALLY FOR THIS PURPOSE.

AMCG will derive the market rental rate for the Subject Properties (by component and use).

CONSIDERATION OF REGIONAL AND NATIONAL AIRPORT DATA

As a supplement to the comparable and competitive airport data, the rental rates being charged at airports within the FAA's Western-Pacific Region as well as those being charged at airports located throughout the United States – as maintained within AMCG's proprietary database – will be considered by AMCG.

IDENTIFICATION AND SELECTION OF SIMILAR PROPERTIES (CRITERIA)

AMCG will consider the following factors when identifying and selecting similar properties at comparable and competitive airports, including, but not limited to, the following:

- Use (commercial versus non-commercial)
- Size (usable versus unusable)
- Location and access (landside and airside) to/from the Subject Properties, infrastructure, and utilities
- Lease terms and conditions
- Type, quality, condition, and functional utility or limitations of the Subject Properties (this includes, but is not necessarily limited to, any restrictions on the development of the land, the availability of utilities, and the ability of the land to support the aircraft that normally frequent the subject airport)

THE RENTAL RATES BEING CHARGED FOR SIMILAR PROPERTIES AT COMPETITIVE AIRPORTS WILL BE CONSIDERED AS WELL (AS APPROPRIATE).

TASK 6: DRAFT DOCUMENT (FIRST)

Develop the first draft of the appraisal report in summary format (based on the comparative analysis) conveying the market rental rate for the Subject Properties (by component and use) and provide to Airport management for review.

DETERMINING MARKET RENTS

Based on an analysis of the data compiled, AMCG will conclude a market-based and supported rental rate for each component of the Subject Properties.

A written appraisal report in summary format will be provided as the final work product or deliverable. In addition to conveying AMCG's opinion of the market rental rate for the Subject Properties, the appraisal report will describe and summarize the data, reasoning, and analysis (and identify the approach utilized) to develop AMCG's opinion.

Unless otherwise noted, market rental rates will be conveyed on a "per square foot per year" or "per unit per month" and a "triple net" basis. As part of the rent study process, AMCG will evaluate the market rental rates for reasonableness to ensure compliance with federal mandates.

TASK 7: WORKING SESSION – DRAFT DOCUMENT

Conduct a virtual working session with Airport management to review the draft appraisal report and provide comments, identify questions, and make recommendations.

TASK 8: DRAFT DOCUMENT (SECOND AND FINAL)

AMCG will finalize and provide the final appraisal report.



April 10, 2025

Board of Directors
 Santa Maria Public Airport District
 3217 Terminal Drive
 Santa Maria, CA 93455

Subject: Authorization for one staff member to attend a headquarter meeting with United Airlines to be held in Chicago, IL.

Summary

Headquarters meetings are an extremely valuable resource to improve air service for the District.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	1		\$0.00	\$0.00
	Transportation	1		\$966.00	\$966.00
	Ground Transportation	1	2	\$200.00	\$200.00
	Lodging	1	2	\$325.00	\$650.00
	Meals	1	2	\$100.00	\$200.00
	Total:				\$2,016.00

Overall Impact:

2024-2025 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$22,382.82
Current Balance for Business Travel	\$7,617.18
Amount of this Request	\$2,016.00
Balance Remaining if Approved	\$5,601.18

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
 Manager of Finance and Administration

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 3409-34-10021

EASEMENT DEED

SANTA MARIA PUBLIC AIRPORT DISTRICT, a public district of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

(APN 111-231-010)

PARCEL "D" in the Lot Line Adjustment recorded as Document Number 89-052984, Santa Barbara County Records.

The easement area is described as follows:

The strips of land of the uniform width of 10 feet lying 5 feet on each side of the alignment of the facilities as initially installed hereunder; and the parcels of land of the uniform width and length of 20.5 feet centered on the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon the print of Grantee's Drawing No. 35441449 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

SANTA MARIA PUBLIC AIRPORT DISTRICT, a
public district of the State of California,

By:

Print Name: _____

Title: _____

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the
_____ authorizing the foregoing grant of easement.

By _____ Title _____

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.

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



EXHIBIT "A"

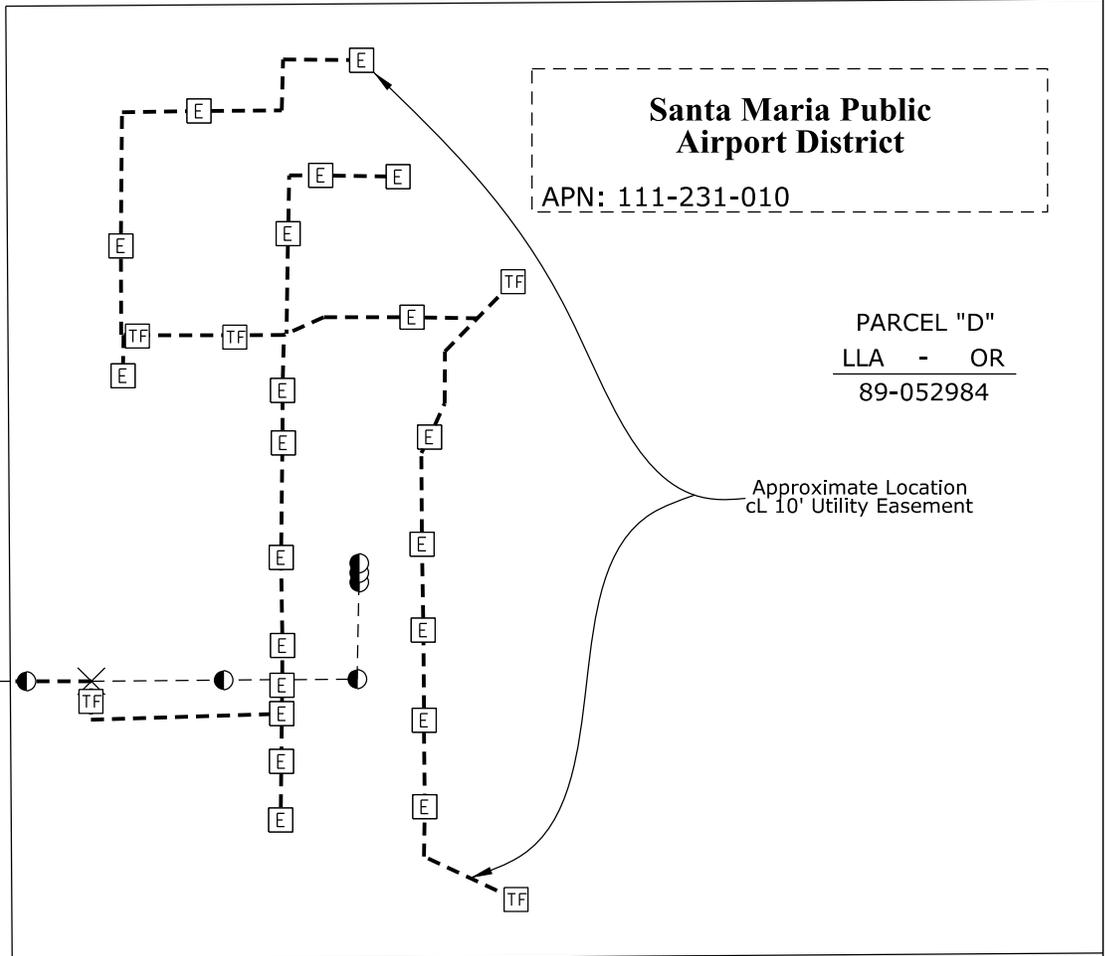
GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Plat No. BA140-F09



PARCEL "D"
LLA - OR
89-052984

Approximate Location
cL 10' Utility Easement

PARCEL "C"
LLA - OR
89-052984

Unless otherwise shown
all courses extend to or
along all boundaries or lines.

Legend

- TF Approximate Location of 20.5' x 20.5' Parcel Easement
- E New Electrical Box
- X New Pole
- - ● - - Existing Pole Line
- - - - - Easement Delineation
- Property Line

Section 3, SW¹/₄ of NW¹/₄

City, Rancho, Subdivision, Etc.

Santa Maria

SCALE

1" = 200'

DATE

5/9/24

SECTION 3	TOWNSHIP 9N	RANGE 34W	MERIDIAN SBM	COUNTY: Santa Barbara	APPLICANT: PG&E MHP Project		
				F.B.: N/A	DR.BY: m22f	CH.BY: I3b0	
LD#	3409-34-10021			PG&E	Los Padres DIVISION	35441449 AUTHORIZ	35441449 DRAWING NO.

Utility Distribution Easement (02/2020)

Attach to LD: 3409-34-10021

Area, Region or Location: 4

Land Service Office: San Luis Obispo

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 34.09.34.03.43,

FERC License Number:

PG&E Drawing Number: 35441449

Plat No.: BA140-F09

LD of Affected Documents:

LD of Cross Referenced Documents:

Type of interest: Electric Underground Easements (4)

SBE Parcel:

% Being Quitclaimed:

Order or PM: 35441449

JCN:

County: Santa Barbara

Utility Notice Number:

851 Approval Application No: ;Decision:

Prepared By: m22f

Checked By: l3b0

Approved By:

Revised by:

REACH

Ideas + Action for a Thriving Central Coast Region

FOUNDERS CIRCLE

Business leadership is the driving force behind REACH. As we work to advance the REACH 2030 goals, we recognize that our thought leaders are critical to identifying and addressing transformational opportunities as well as issues on the horizon.

To harness this business foresight, REACH is hosting a Founders' Circle composed of the organization's board chair, vice chair, [immediate past chair], and those private sector investors contributing \$50,000 or more, annually, to REACH.

The Founders' Circle will meet 3-4 times per year, engaging the region's top-level executives to provide strategic thought leadership in advancing our vision and guidance on REACH's role in such endeavors. The Founders' Circle provides an intimate setting where executives can speak in confidence, ask tough questions, and tap into collective knowledge and experience in order to tackle major issues for the region and our key employers.

As a Founders' Circle Investor, you will play an integral role in shaping the future economy of the Central Coast. The full list of benefits includes:

- Partnering to bring innovation to region
- Opportunity to serve as a voting director on the REACH board
- Ability to participate on action teams
- First-look access to information and initiatives
- Annual investor reports
- Recognition on REACH website, including headshot
- Invitation to exclusive organizational events
- Tickets to annual events, along with special recognition
- Celebration at investor-only events



REACH COUNCIL

Collaboration is the cornerstone of REACH's work to help current and future generations thrive on the Central Coast. When business leaders and other stakeholders come together to confront challenges, share ideas and align resources, we are able to identify solutions that are informed, consider the region's best interests and accomplish more than any one community or business could individually.

The REACH Council is the meeting place for the regional leaders who care most about economic action. Organizations investing \$10,000 or more, which represent the diversity of business in our region, designate one primary member to serve on the REACH Council.

The Council convenes 4-6 times per year to drive our REACH 2030 goals forward and recommend action to the REACH Board of Directors.

As a REACH Council investor, you will play an integral role in shaping the future economy of the Central Coast. The full list of benefits includes:

- Providing strategic guidance to the Board of Directors around the development and advancement of the REACH 2030 plan
- Ability to participate on action teams
- Annual investor reports
- Recognition and headshot with Council overview on website
- Company listing on website
- Tickets to annual events, along with special recognition
- Celebration at investor-only events